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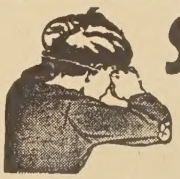

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VOL. LXXVI **Saturday, November 12, 1932.** No. 46

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Current Topics.

"Baggage of Passengers."

A NUMBER of important points were raised in *Buckland* v. *The King*, a petition of right which was decided adversely to the suppliant and is reported in *The Times* for 9th November. It is not possible to deal with the case here in any detail, but the deciding factor which turned upon the construction to be placed upon s. 66 of the Customs Consolidation Act, 1876, may be noted. The section provides: "If any goods be taken or delivered out of any ship or out of any warehouse, not having been duly entered, the same shall be forfeited: provided always that no entry shall be required in respect of the baggage of passengers, which may be examined, landed, and delivered under such regulations as the Commissioners of Customs may direct." The substantial question was whether six parcels containing cinematograph films came within the description "baggage of passengers," so as not to fall within the requirement relating to entry in the first part of the section. MCCARDIE, J., referred to "Stroud's Judicial Dictionary," and to a number of decisions under various Railway Acts and Regulations, and expressed himself as unable to see any substantial distinction in meaning between the words in question and such phrases as "ordinary luggage," "passengers' luggage," "personal luggage." The section was designed to emphasise the distinction between articles of merchandise on the one hand and articles in the nature of personal luggage on the other. The six parcels were not "baggage of passengers" within the fair meaning of s. 66. As no entry had been made, the customs officials were justified in retaining them as merchandise and the suppliant's claim for their restoration to him (or their value) failed. There was also a claim for £32,000, the alleged difference in the present value of the films and their value at the time of their detention. In view of the decision on the first point this question did not arise, but his lordship intimated that he did not accede to the Crown's contention that no petition was maintainable which complained of a wrongful or tortious act by Crown servants. He thought a petition of right would lie for wrongful detention in circumstances such as these before the court, adding: "It would indeed be a grave state of affairs if a subject were destitute of remedy where the servants of the Crown wrongfully detained his goods."

A Guest's Property at a Boarding-house.

IN *Caldecutt* v. *Piesse* (76 SOL. J. 799), the plaintiff was a guest at a boarding-house of which the defendant was proprietress. The plaintiff was robbed of some jewellery she had left in her bedroom, and it was common ground that it was taken by another guest, a plausible individual who decamped immediately after the robbery without paying his bill. According to the plaintiff's evidence, she could not lock her door on the outside. She had complained of this several times to the defendant's manageress, who had promised to see that the proper repairs should be carried out, but had failed to do so. The facts so nearly resembled those in *Scarborough* v. *Cosgrove* [1905] 2 K.B. 805, which was naturally quoted for the plaintiff, that the defence had an uphill task. There was, however, a plea of contributory negligence in that the plaintiff, by her friendliness with the thief had given him opportunity, and that she had stayed on notwithstanding the lock was not repaired. SWIFT, J., found that the plaintiff had not been more than reasonably friendly with the offender, as the rest of the boarders were, and that there was not otherwise contributory negligence. Both sides had been prepared to argue on the footing that the house was an inn, but the judge had no difficulty in finding it was not so. It may seem odd, having regard to the fact that boarding-houses were quite numerous in the nineteenth century, that the law laid down in *Scarborough* v. *Cosgrove* should have remained in doubt for so long, DARLING, J., having decided against the plaintiff in that case on the authority of *Houlder* v. *Soulby* (1860), 8 C.B. (N.S.) 254. The Court of Appeal, however, preferred the reasoning of Lord CAMPBELL, C.J., and COLERIDGE, J., in *Dansey* v. *Richardson* (1854), 3 E. & B. 154. *Carpenter* v. *Haymarket Hotel Ltd.* [1931] 1 K.B. 364, was also quoted, but that was a case of an inn. *Paterson* v. *Norris* (1914), 30 T.L.R. 393, also a boarding-house case, but not quoted, turned on the question whether there had been reasonable care that the front door of the boarding-house had been kept shut. In *Clench* v. *D'Arenberg* (1883), Cab. & E. 42, the defendant lodging-house keeper was held liable for the theft of one of her servants, whom she had actually engaged through a city mission for felons, and who was, therefore, to her knowledge a person of bad character. Presumably this was equivalent to "gross negligence" as the phrase is used in *Coggs* v. *Bernard* (1703), 2 Ld. Raym. 909. The finding of SWIFT, J., that ordinary friendliness between fellow-boarders was reasonable is in accordance with usage and commonsense.

A Guest's Property at a Private House.

SWIFT, J., propounded a question of even greater general interest, namely, as to the liability of one who in ordinary hospitality entertains guests at his house for loss of their chattels while staying with him, by theft or otherwise. The theft might be that of a dishonest servant, or another guest, or an ordinary burglar, and there is also the common possibility of loss both to guest and host by fire or accident. No one staying in a private house would of course think of requiring his or her bedroom door to be locked. Could Lady MELROSE then, recover from her host the jewels which RAFFLES stole? The host only knew him as a virtuous young cricketer who never bowled a no-ball. If the ordinary cases as to gratuitous bailment apply, such as *Nelson* v. *Macintosh* (1816), 1 Stark 227, and *Giblin* v. *McMullen* (1868), L.R. 2, P.C. 317, a host would not in the ordinary way be responsible for the safety of his guests' chattels. However, putting the case that, like the defendant in *Clench* v. *D'Arenberg*, he employed burglars discharged from prison as his servants, to give them a chance of reformation or otherwise, he would

no doubt be held liable for loss to an unwarned guest arising from the theft of such a servant. A possible example would be the loss of a guest's suit-case by theft from his host's car which had been left unattended in a public street for a few minutes. If to leave a car with chattels in it unattended is negligence, gross or otherwise, it is a legal lapse which is very generally perpetrated. A host who drives his guest in his car is liable for injury to the latter's person caused by his negligence, but not, it is submitted, for loss of luggage due to carelessness. It might be otherwise, however, if he guarded his own luggage and left his guest's exposed.

Church Courts and Church Legislation.

THE session of the Church Assembly next week seems likely to prove historic. The agenda shows indications of lively debate and plain speaking on several subjects. Foremost among them are two motions relating to the reform of the ecclesiastical courts—both calling for debate on the report of the Ecclesiastical Courts Commission of 1926. Three other notices of motion have reference to the repeal or amendment of the Benefices (Ecclesiastical Duties) Measure, 1926. The House of Clergy will hold a separate session on the day before the whole assembly meets at which it is understood that proposals for the amendment of the Benefices (Ecclesiastical Duties) measure will be submitted by a Committee of the House, and if approved will be the basis of a new measure to be introduced in the Assembly. Other items of interest to be brought forward in the Assembly include the proceedings in the *Stiffkey Case*; and the recent announcement in the House of Commons that the Ecclesiastical Commissioners have paid already £5,500 on account of the costs of those proceedings, "but the amount remaining to be paid is not ascertained, as the bills of costs have not yet been delivered to the Commissioners" is likely to be productive of lively comment. The question of unemployment is to be raised on a motion of which notice has been given calling for the appointment of a commission "to examine the problem of the destitute poor with a view to co-ordinating relief under the poor law with the efforts made by the Church and other voluntary agencies." Finally, a full-dress debate is promised for 17th November on a motion tabled by the Archbishop of York on betting and gambling and calling for a check upon "the exploitation of the gambling instinct for private profit or for charitable institutions."

Building Leases of Settled Land.

THE decision of the court upon the important question raised in *In re Grosvenor Estates Settlement*, 76 SOL. J. 779, is bound to have a considerable effect on the development of residential areas in London and possibly in other large towns. The power of a tenant for life to grant building leases was greatly extended by the Settled Land Act, 1925. Before then he could only grant such a lease for ninety-nine years, but under s. 41 he can grant a lease for 999 years—why not 1,000? Under s. 44 every building lease is to be granted partly in consideration of an agreement to erect new or additional buildings or to execute improvements in connection with building purposes on the land, and by sub-s. (2) a peppercorn or a nominal or other rent less than that ultimately payable may be made payable during the first five years or any less part of the term. The DUKE OF WESTMINSTER asked the court on a summons whether he had power to grant a lease for 999 years of a house comprised in the Grosvenor settled estates, No. 8, Carlos-place, with a covenant by the lessees to rebuild it when it should become necessary, and particularly when required by the estate surveyor so to do, but without naming any definite time within which the rebuilding was to be carried out, or even begun. The house in question was about forty years old, let on a ninety-nine years' building lease of which fifty-seven years were unexpired, and it was proposed to take a surrender of the existing lease and grant a 999-year lease at the same rent, but, of course, in consideration of a premium. There was evidence that the advisers of the Duke considered that it was good estate management to grant long leases at a premium with a covenant to rebuild when necessary, but not before, rather than to sell the freehold. Capital moneys must be raised by landowners for payment of death duties and other burdens, and this was one way of doing it. But there was no present need or intention to rebuild the house; all that could be said was that at some time or other during the term, and probably more than once, it would have to be rebuilt, but that time might not arrive for a hundred years. EVE, J., held that the proposed lease was a building lease within the powers of the Act, which imposed no limit of time within which building or rebuilding was to be carried out. No implication could be raised by the power to accept a nominal rent for the first five years which is clearly intended to meet the case of a new building on vacant land, which may not be producing a full income for five years. The omission of such a limit from the Act must be deliberate, for the similar powers conferred on mortgagors and mortgagees in possession by s. 99 of the Law of Property Act, 1925, re-enacting the Conveyancing Act, 1881, require that the building shall be completed within five years from the date of the lease. So now we know what a very elastic expression a "building lease" may be. The decision is one to be welcomed, in the interests of maintaining the highest standard of London building.

Petitioning Parliament.

WHILE in normal times the subject of petitioning Parliament is for the most part one of academic interest only, the incidents of last week are a reminder that the right to petition, which has been called the birthright of every Englishman, is hedged about with certain conditions, compliance with which is essential to the presentation of a petition. Approach to Parliament by petition is one of the oldest forms of calling attention of the House to grievances, and at one time petitions formed the basis of all legislation. When this was superseded by Bills, petitions took the form of personal or class requests for relief from grievances or investigation into complaints. Sometimes petitions were so frequent and accompanied by such troublesome supporters that a statute of CHARLES II prohibited the signing of petitions to the King or either House of Parliament for any change in church or state by more than twenty persons unless approved in the country by three justices of the peace or a majority of the grand jury sitting at assizes or quarter sessions, or in London by the mayor, aldermen and common council; and, further, it forbade the presentation of a petition by a company of more than ten persons. By the rules of the House petitions must be fairly written, must be respectful, decorous and temperate in language, must conclude with a prayer, and must, except in one case, be presented by a member of the House. The City of London enjoys the privilege of presenting petitions by its sheriffs. Dublin at one time had the like privilege, but since the institution of the Free State it is conceived that this right has lapsed. A claim was also made for a similar right on behalf of Edinburgh, but as some one pointed out the Scotch were sensible people and would never think of sending the Lord Provost 400 miles for the mere satisfaction of handing in a petition, the matter dropped, and although mooted at a later date the right was not pressed. Till comparatively recent times it was a common practice for members to address the House either for or against petitions; nowadays, a member who presents a petition must confine himself "to a statement of the parties from whom it comes, of the number of signatures attached to it, and to the reading of the prayer of such petition." More effective means have been devised to awaken interest in any subject than by the antiquated method of petitioning.

Criminal Law and Practice.

INDICTMENTS PREFERRED WITHOUT COMMITTAL.

It appears from a newspaper report that at the recent Chester Assizes a person sought to present a bill of indictment against several other persons for alleged offences in respect of which there had been no committal for trial and no previous investigation by justices, and that the learned judge having in his charge to the grand jury referred to the possibility of such a bill being presented and referring to the case as "one in which a man is desirous of preferring charges against a number of persons, some of them in high positions, and he says they have conspired to do him injury and prevent him from obtaining justice," subsequently informed the grand jury that it would not be proper that he should give leave for such a bill to be presented, and they would not therefore be troubled with it. At common law any person had the right to present a bill of indictment to a grand jury. Indeed, the grand jury originally "presented" for offences on their own initiative and by common law might do so still. The only statutory provisions restricting these rights are those contained in the Vexatious Indictments Act, 1859, extended to other offences by subsequent Acts. The statute, as extended, only applies to certain named offences, one of which is "conspiracy," and provides that for any of such offences no bill of indictment shall be presented to, or found by, a grand jury, unless the prosecutor, or other person presenting the indictment, has been bound by recognisance to prosecute or give evidence against the accused of such offence, or the person accused has been committed or detained in custody, or has been bound by recognisance to appear and answer, or the indictment is preferred by direction, or with the consent in writing, of a judge of one of the superior courts of law at Westminster (now, of course, the High Court of Justice), or of the Attorney or Solicitor-General.

The alleged offences in the particular case at Chester appear clearly to have fallen under the head of conspiracy, and the bill could under the particular circumstances only have been presented with the written consent of a judge of the High Court (not necessarily the assize judge), or of the Attorney or Solicitor-General. The ordinary way of obtaining the consent of a judge is by summons in chambers in the King's Bench Division (*R.* v. *Bennett* (1908), 24 T.L.R. 681).

There appears, however, to be another ground on which the learned judge might have come to a decision to reject the bill of indictment without considering the merits of the case beyond the fact that it alleged an offence within the Vexatious Indictments Act. Section 78 (5) of the Supreme Court of Judicature Act, 1925, provides that "any person having by law a right to present a bill of indictment to a grand jury in a case where no person has been committed for trial and proposing to do so at any assizes, shall give notice of his intention to do so to the clerk of assize more than five days before the commission day." There is a similar provision as to quarter sessions (which originally extended also to assizes) in s. 1 (5) of the Assizes and Quarter Sessions Act, 1908.

Assuming that the person who desired to present this particular bill had given the prescribed notice, it would seem that he was clearly not at the time of giving the notice a person "entitled by law" to present it, not having complied with the conditions laid down in the Act of 1859. The point may be not free from doubt, but it is submitted that it would be quite proper to disallow the presentation of a bill on the ground that the person desiring to present it was not *at the time notice was given* a person entitled to present it.

ROYAL COMMISSION ON LOTTERIES AND BETTING.

It is announced that any association, society or person wishing to give evidence before the Royal Commission on Lotteries and Betting, and not having applied to the secretary (at Treasury-chambers, Whitehall, S.W.1), should do so forthwith, as all statements or summaries of evidence must be received before the 5th December.

Costs of Lessor's Solicitor.

[CONTRIBUTED.]

THE vexed question whether the custom by which tenants are liable for the costs of a lease is a sound one is at present the subject-matter of an inquiry by a special committee of The Law Society, and has also been the subject-matter of letters published in our correspondence columns from Major Garrett, at whose instance the special committee was set up, and Mr. Mickler, who is opposed to any change. While I do not propose to take sides in the matter, I feel that it is not unfitting to call attention to certain considerations which might usefully be borne in mind by all concerned.

The first is that the question is fundamentally a layman's question. And it is not a case of whether the consumer pays, but of how the consumer is to pay. Now a lease has been judicially described as a "sale *pro tanto*," and if the layman accepts that principle, and happens to be a man of business, the problem is recognisable as one of who is to pay the cost incidental to a sale. Experience shows that the commercial world has no settled practice in this matter; some retailers, at all events, seek to attract custom by "making no charge" for such services as packing and carriage, others expressly publish a sale of charges, others are silent on the subject. And here the advocates of "no change" will be able to point out that many a tenant who grumbles at having to pay his landlord's costs would never have murmured if a corresponding amount had been added to the rent. As against this, it is fair to say that many a layman, rightly or wrongly, acquires his first grievance against the profession on such an occasion; when, as sometimes happens, he has just paid commission to estate agents who have disposed of his former residence, moving expenses, and a fee to a surveyor who has reported on the new premises, the bill for the lessor's costs added to his own is in the nature of the last straw. The shock so occasioned to one ignorant of the law does deserve some consideration; but whether the remedy be the change suggested or the further dissemination of knowledge is a matter outside the scope of these comments.

Another factor which merits attention is the extent to which the rule is, or is not, applied, a matter discussed, incidentally, in the "Landlord and Tenant Notebook" of 31st October, 1931 (75 SOL. J. 737). This, again, may sometimes lead to a shock when a layman moves from one part of the country to another.

Issue has been joined on the question of the value of the lease to the tenant as compared to its value to the landlord, and while it is possible to under-estimate the importance of the document to the grantee, it seems pertinent to observe that the modern tenant tends to look more to Acts of Parliament than to the wording of his lease for protection. Modern statutes, with their frequent prohibition of or restriction on contracting out of various provisions, may, rightly or wrongly —I again express no opinion—give the tenant more than his agreement does. It used, of course, to be the other way; three older statutes, parts of which are still law, are headed with phrases referring to frauds of tenants!

The skill involved in preparing a lease must necessarily vary considerably, and if it is to be considered relevant perhaps the special committee may discuss the advisability of a scale not based on *reddendum* and *habendum*. I may mention here that I once expended a great deal of skill (gratuitously) in placating a lay friend who had, three years previously, taken a three years' lease of his office, receiving and paying for a printed form in terms identical with those of leases of a hundred odd other offices in the same block and who, on "renewing" his lease for a further three years, had received a similar document and a similar bill. The word he used to describe the custom was rather more forceful than Major Garrett's "anachronism!"

Estoppel and Assessment Decisions.

THE decision of the Court of Appeal in *Inland Revenue Commissioners* v. *Sneath* [1932] 2 K.B. 362, disposes of two points of considerable professional interest, one arising under the Lunacy Act, 1890, and Lunacy Rules, 1892, the other involving the question of the applicability of the doctrine of estoppel to rulings of the Commissioners for the Special Purposes of the Income Tax Acts.

The facts, material to both issues, were these: Under the Income Tax Acts "income" for the purposes of super-tax is to be estimated at the total income from all sources for the previous year, with certain allowances, none of which are relevant to the present case. Under lunacy practice, however, the court ordinarily provides for the payment of remuneration to the committee for his trouble in the management of the estate, and (Lunacy Act, 1890, s. 148; Rules in Lunacy, 1892, r. 133) a percentage of 4 per cent. is payable to the Crown on the lunatic's clear annual income. The respondent, Sneath, committee of a lunatic, claimed in 1918 that the amounts of his own remuneration and of the statutory percentage should be deducted from the gross income of the lunatic's estate before his income was computed for the purposes of super-tax. The Commissioners, on appeal from the assessment, accepted this contention, and although the representative of the Crown expressed his dissatisfaction with the decision as erroneous in point of law, he did not ask a case to be stated for the opinion of the High Court. The deductions were allowed, and the allowance was made for each of the years 1918-19 to 1927-28. Meanwhile Rowlatt, J., in the case of *Committee of A. B.* v. *Simpson* (1928), 14 Tax Cas. 29, had held that such deductions were inadmissible on an assessment to income tax, and when, in 1929, Mr. Sneath's claim in respect of them was renewed, they were disallowed by the Assessing Commissioners. But now a fresh point arose. In *Aylmer* v. *Mahaffy* (1925), 10 Tax Cas. 594, the Court of Appeal for Northern Ireland had decided that a previous decision of the Recorder of Belfast on a point in reference to an assessment to income tax for the financial year 1921-22, operated as *res judicata* in regard to a similar claim to make a deduction from income assessed to tax in the financial year 1922-23. The Special Commissioners, on appeal from the Assessing Commissioners, and Rowlatt, J., on a case stated, felt themselves constrained to follow this decision, though it turned on procedure, enacted by the Finance Act, 1918, with special reference to Ireland—procedure under which the Recorder of Belfast was a judicial authority—and held that the matter was *res judicata*. The Court of Appeal has now decided (i) differing from the view of the Recorder in *Mahaffy's Case*, that the deductions claimed by Mr. Sneath were not allowable; and (ii) that the ruling of the Commissioners, in assessing super-tax for a previous year, that they could be made, did not operate by way of estoppel to prevent a contrary decision in assessing super-tax for a later year.

That the deductions in question were inadmissible appears to be clear. The case against them was stated, by anticipation, with admirable force by Rowlatt, J., in *Committee of A. B.* v. *Simpson* (*ubi supra*, at p. 33). Speaking with special reference to the statutory percentage, his lordship said:—

> "It is simply an expense like any other expense of a person, sane or insane: an expense compulsory or not, it does not matter, but an expense made, after the income is received and has borne tax, out of the money which is left in the hands of the recipient."

The remuneration of the committee stands on exactly the same footing. Such expenses are not an alienation of the lunatic's income, but an appropriation of portions of it after it has become his income (see *Perkins' Executor* v. *Inland Revenue Commissioners* (1928), 13 Tax. Cas. 851).

The question of estoppel was more difficult. The case of *Mahaffy* (*ubi supra*) was complicated by the fact that the decision held to be *res judicata* was that of the Recorder of Belfast, who, under s. 196 of the Finance Act, 1918, was a court of competent jurisdiction. A similar observation applies to *Hoystead* v. *Commissioners of Taxation* [1926] A.C. 153, where the estoppel relied on was a previous decision of the full court in Australia as to the status of six daughters under their father's will. But the Court of Appeal solved the problem presented to it by examining proceedings before assessment authorities under the Finance Acts, in the light of the familiar tests of *res judicata* from the *Duchess of Kingston's Case*, 2 Smith's L.C., downwards. Tried by this standard, assessment proceedings do not satisfy the prescribed criteria. There is no *lis*, no controversy *inter partes*, no decision in favour of one, and against another. The Special Commissioners have to take decisions, it is true, but these are merely in the language of Greer, L.J., "the final estimations of the examining body." The valuation and liability to tax for one year is not *eadem quæstio* with valuation and liability to tax for a different year, and therefore the character of *res judicata* does not apply to it (cf. *Broken Hill Proprietary Co.* v. *Broken Hill Municipal Council* [1926] A.C. 94, and *Commissioners of Inland Revenue* v. *Brooks* [1915] A.C. 478, where it was laid down that, for purposes of assessment to super-tax, the sum at which the taxpayer was assessed to income tax for the year preceding the year of assessment to super-tax is not conclusive and binding on the Special Commissioners and that the taxpayer may prove what his actual income was).

Animals *Mansuetae Naturae*.

THE law in regard to the liability of owners of domestic animals for damage done by them is in one respect at the present time curiously contradictory. The householder who keeps a dog is liable by statute if the dog wanders into his neighbour's garden and kills that neighbour's chickens; but if his cat (instead of his dog) trespasses and kills the neighbour's chickens the householder is not liable. Dogs and cats are both domesticated animals and are not regarded generally as being of a dangerous disposition. Consequently the owner of such an animal is not liable for an act which it is in the animal's nature usually to commit. This was decided in the case of *Buckle* v. *Holmes* (1926), 90 J.P. 109, following *Mantle* v. *Brocklebank* [1923] 2 K.B. 212 (which incidentally referred to horses and not to dogs and cats). The line of reasoning pursued by the Court of Appeal in *Buckle* v. *Holmes* will be found set out in the judgment of Bankes, L.J., who pointed out that the responsibility of individuals for damage done by animals belonging to them has run on quite separate lines, the one depending on the law of trespass, the other depending on the responsibility of individuals who are owners of dangerous animals. As to the law dealing with dangerous animals, the latter may be divided into two classes: first, animals *feræ naturæ*, such as a tiger or a gorilla, which obviously are animals dangerous to mankind, although occasionally they may be tamed. The person who keeps animals of that class, however, must keep them at his own risk, and if he keeps them it is his duty to keep them under control; otherwise if damage is done by them the owner would be responsible. The other class of animal is the class of domestic animals represented by the dog, cow, or horse—animals not naturally dangerous to mankind, but which may develop dangerous propensities, and unless and until they do develop these propensities, the owner is not bound to keep them under control, and would not be responsible for any damage done by them when trespassing or otherwise not under his control. An animal of this "protected" class may cease to belong to it if to the knowledge of its owner it has begun to develop some dangerous propensity. It then passes from the "protected" to the "unprotected" class. A cat is considered to be in the "protected" class.

As regards responsibility depending on the law of trespass, the learned lord justice went on to say that an owner is liable for an act of trespass committed by an animal belonging to him and which causes damage. To that there are certain exceptions, among them being the dog, the reasons for which are to be found in the judgment of Willes, J., in *Cox* v. *Burbidge* (1863), 143 E.R. 171, where that learned judge said: "I can quite understand a distinction being drawn between animals which from their natural tendency to stray, and thereby to do real damage, require to be and usually are restrained, and a dog which is not usually kept confined; and there may be good reasons besides *de minimis non curat lex* why an action should not lie against a man whose dog without the will of its master enters another's land, though it is different in the case of a horse or an ox."

Expanding that reasoning Bankes, L.J., went on to say that the owner of a horse or an ox should be held responsible, because any trespass by such an animal must cause some substantial damage, even when it is merely wandering about and eating what attracts it. It is different with the case of a dog, because the trespass by a dog when following its natural propensity to roam about is not likely to cause substantial damage, although it may be so in some particular case, as for example, if it got loose in a well-tended garden. He thought that in developing the law, those persons who have administered it have had regard to the ordinary consequences of a dog's action. They have taken into account, as appears from the judgment of Willes, J., in *Cox* v. *Burbidge, supra*, that a dog, being a useful animal, is not generally kept shut up, but is allowed a reasonable liberty, and if those are the underlying reasons why a dog is put into an exceptional class of animal in respect of whose trespass or escapades the owner is not responsible, he could see no reason why a distinction should be drawn between a dog and a cat. Every argument put forward on behalf of a dog applied equally to a cat.

This view was supported by Atkin, L.J., who said that in *Mantle* v. *Brocklebank*, the authorities were reviewed from "Exodus" downwards. That case made it quite plain that the mere fact that an animal *mansuetæ naturæ* has a natural propensity to cause damage in some circumstances is not sufficient to make the owner liable. "In this case" continued Atkin, L.J., "the liability arises only where the owner is liable for damage done when such an animal is trespassing. In those cases where the owner is liable for an animal *mansuetæ naturæ* which trespasses, it is material, I think, to consider whether the damage done when trespassing is damage which is the result of the natural propensity of the animal. If it is the result of an abnormal propensity not known, then the owner would not be liable, even although the animal were trespassing. But in this particular case the question arises whether the owner is liable for damage done by a cat when trespassing. Now the owner of a dog is not liable for damage done by a dog when trespassing though the damage it does is the result of the natural propensity of a dog of that species. For the reasons given by my lord, it appears to me that a cat must be placed in the same category as a dog as far as the question of the liability of the owner of the cat for damage done by the cat when trespassing goes, even though the damage is the result of the natural propensity of the cat."

Now, by the Dogs Act, 1928, amending the Dogs Act, 1906, the owner of a dog has been made liable for injury done to poultry by that animal without proof of *scienter*. The definition of "poultry" extends to *pigeons*. So the curious legal position has been reached that, whereas in the opinion of very learned judges a cat is to be placed in the same category as a dog, the owner of the former is not liable if it trespasses and kills poultry or pigeons, but the owner of the dog *is* liable. Apparently the only remedy for this will be for poultry and pigeon keepers to move Parliament to make a similar enactment with regard to cats. The prospect of getting a judgment overruling the views of the Court of Appeal as to the classification of cats might not after all be too remote if the House of Lords could be interested in a suitable case. It is well known that cats on farms rarely interfere with poultry or dovecot pigeons; and if evidence were adduced to satisfy a court that among cats there are individuals which develop a taste for poultry as a dangerous habit *contrary* to their natural propensity (as *assumed* by the courts) an interesting situation might arise!

Legal Maxims.

NEMO DEBET BIS VEXARI PRO EADEM CAUSA.

This maxim expresses a fundamental principle of our civil and criminal law. A person must not be put in peril twice for the same cause or offence.

A.—Criminal Law.

When a criminal charge has been adjudicated on by a court of competent jurisdiction, that adjudication is final and may be pleaded in bar of a subsequent prosecution for the same offence. ". . . where a person has been convicted and punished for an offence by a court of competent jurisdiction, *transit in rem judicatam*, that is, the conviction shall be a bar to all further proceedings for the same offence . . . The only point raised is whether a defence in the nature of a plea of *autrefois convict* would extend to a conviction before two justices whose jurisdiction is created by statute. I think the fact that the jurisdiction of the justices is created by statute makes no difference. Where the conviction is by a court of competent jurisdiction, it matters not whether the conviction is by a summary proceeding before justices or by trial before a jury": per Blackburn, J., in *Wemyss* v. *Hopkins* (1875), L.R. 10 Q.B. 378, at p. 381. This maxim applies equally where the adjudication takes place in a foreign country: *Rex* v. *Roche*, 1 Leach 134.

The maxim is the basis of the special pleas of *autrefois acquit* and *autrefois convict*.

To establish either of these pleas it is necessary to show:—

(1) That the accused was in jeopardy on the first indictment, e.g., if it was quashed as bad in law, the accused is liable to be indicted afresh for the same offence.

(2) That a final verdict has been given, e.g., the plea will fail where the jury were discharged without giving a verdict.

(3) That the accused has been previously acquitted or convicted of the same offence, or that he could have been convicted at the previous trial of the offence with which he is charged, or that the two offences are substantially the same: *Rex* v. *Barron* [1914] 2 K.B. 570.

In *Rex* v. *Barron*, the appellant had, on appeal, been acquitted on a charge of sodomy, and was then put on his trial on a charge of gross indecency. He pleaded *autrefois acquit*, but this plea was overruled. He then appealed to the Court of Criminal Appeal. Lord Reading, C.J., at p. 576, said: "The test is not, in our opinion, whether the facts relied upon are the same in the two trials. The question is whether the appellant has been acquitted of an offence which is the same offence as 'gross indecency,' i.e., whether the acquittal on the charge of sodomy necessarily involves an acquittal on the charge of gross indecency. It is quite clear that the jury could not have convicted the appellant of gross indecency at the first trial." His lordship then went on to point out that it had not always been found easy to apply the rule to the facts of particular cases under discussion.

B.—Civil Law.

The judgment of a civil court may take either of two forms. It may be a judgment *in rem* or a judgment *in personam* (*inter partes*). The distinction is illustrated by a passage from the judgment of A. L. Smith, L.J., in *Ballantyne* v. *Mackinnon* [1896] 2 Q.B. 455, at p. 462. He said: "That a judgment

in rem by a court of competent jurisdiction is conclusive against all the world as to the status of the *res*, that is, of the thing adjudicated upon, is clear . . . As to a judgment being only conclusive as to the point decided, there is as to this in our opinion no distinction between a judgment *in rem* and a judgment *in personam*, excepting that in the one 'the point' adjudicated upon (which in a judgment *in rem* is always as to the status of the *res*) is conclusive against all the world as to that status, whereas in the other 'the point,' whatever it may be, which is adjudicated upon, it not being as to the status of the *res*, is only conclusive between parties or privies."

Privies are divided into three classes: (1) In estate, (2) in blood, and (3) in law; and the same rule applies to privies as to original parties. The judgment is conclusive.

The effect of a judgment in a civil suit was stated by De Grey, C.J., delivering the opinion of the judges in *The Duchess of Kingston's Case* (1776), 20 St. Tr. 537, as follows: "These two deductions seem to follow as generally true: first, that the judgment of a court of concurrent jurisdiction directly upon this point, is as a plea, a bar, or as evidence, conclusive, between the same parties, upon the same matter, directly in question in another court; secondly, that the judgment of a court of exclusive jurisdiction, directly upon the point, is, in like manner, conclusive upon the same matter, between the same parties, coming incidentally in question in another court for a different purpose. But neither the judgment of a concurrent or exclusive jurisdiction is evidence of any matter which came collaterally in question, though within their jurisdiction, nor of any matter incidentally cognisable, nor of any matter to be inferred by argument from the judgment." It should be observed, however, that a judgment between the same parties on the same matter will only operate as an estoppel and be conclusive when it is so pleaded, or there is no opportunity of so pleading it: *Vooght* v. *Winch* (1819), 2 B. & Ald. 662.

The question whether a person is being put in peril twice for the same cause "depends, not upon any technical consideration of the identity of forms of action, but upon matter of substance": see per Bowen, L.J., in *Brunsden* v. *Humphrey* (1884), 14 Q.B.D. 141, at p. 148. At p. 147, Bowen, L.J., said: "The difficulty in each instance arises upon the application of this rule, how far is the cause which is being litigated afresh the same cause in substance with that which has been the subject of the previous suit. 'The principal consideration,' says De Grey, C.J., in *Kitchen* v. *Campbell* (2 W. Bl. 827), 'is whether it be precisely the same cause of action in both, appearing by proper averments in a plea, or by proper facts stated in a special verdict, or a special case.' 'And one great criterion,' he adds, 'of this identity is that the same evidence will maintain both actions.'" But it must also be shown that the circumstances are such that the plaintiff might have recovered in the first action that which he seeks to recover in the second: *Midland Rly. Co.* v. *Martin & Co.* [1893] 2 Q.B. 172.

In *Brunsden* v. *Humphrey* the plaintiff brought an action for damage to his cab caused by the negligence of the defendant's servant, and, having recovered the amount claimed, brought an action claiming damages for personal injuries caused by the same negligence. The Court of Appeal (Brett, M.R., and Bowen, L.J., Lord Coleridge, C.J., dissenting) held that the second action was not barred. In *Midland Rly. Co.* v. *Martin & Co.*, it was held, on appeal from a county court, that a person who had obtained an order from a magistrate under s. 40 of the Metropolitan Police Act, 1839, for the delivery up of goods improperly detained, was not thereby precluded from bringing an action for special damages arising out of the same detention. Mathew, J., said: "It is not *res judicata*, for it is a matter with which the magistrate had no jurisdiction to deal."

The maxim cannot, however, be relied upon where the former proceedings were fraudulent or collusive: *Duchess of Kingston's Case*. But a judgment by consent or by default is equivalent to a judgment in a contested suit.

A party who relies on the maxim, viz., on a plea of *res judicata*, must show either a merger of the cause of action or an estoppel by record. A judgment recovered by the plaintiff in an action in an English court of record merges the original cause of action and affords a good defence to a second action on the same cause. The distinction between merger and estoppel by record was explained by Lord Ellenborough in *Outram* v. *Morewood* (1803), 3 East. 346, at p. 355, in these words: ". . . it is not the recovery, but the matter alleged by the party, and upon which the recovery proceeds, which creates the estoppel. The recovery itself in an action of trespass is only a bar to the future recovery of damages for the same injury: but the estoppel precludes parties and privies from contending to the contrary of that point, or matter of fact, which having been once distinctly put in issue by them, or by those to whom they are privy in estate or law, has been, on such issue joined, solemnly found against them."

It will be seen that this maxim is the basis of a most important branch of law. Here, as in the case of many other maxims, it is not possible to touch more than the fringe of the subject in so small a compass.

Company Law and Practice.

CLV.

THE PROSPECTUS.—III.

PART I of the Fourth Schedule, "Matters required to be stated in Prospectus," is divided into seventeen paragraphs. Perhaps the most important of the changes which are there introduced is the alteration of the basis of the minimum subscription. In the bad old days this was quite frequently fixed at some purely nominal amount, say seven shares, which was the number agreed to be taken by the signatories to the memorandum, but we have changed all that, and the minimum subscription must now bear some relation to actualities. The expression "minimum subscription" is not now a very happy one, in view of the changes brought about by the Act of 1928, but it is a convenient label, and one which you will find used in the 1929 Act, in s. 39 (2), which says that the amount stated in the prospectus as the minimum amount which, in the opinion of the directors, must be raised by the issue of share capital in order to provide for the matters specified in para. 5 in Pt. I of the Fourth Schedule of the Act, is to be reckoned exclusively of any amount payable otherwise than in cash, and is in that Act referred to as "the minimum subscription."

Paragraph 5 contains the provisions as to the minimum subscription. Where shares are offered to the public for subscription (this does not apply to a debenture issue) the prospectus must set out:—

(i) The minimum amount which in the opinion of the directors, must be raised by the issue in order to provide the sums, or, if any part is to be defrayed in any other way, the balance of the sums, required to be provided for:—

(*a*) the purchase price of any property purchased or to be purchased which is to be wholly or partially defrayed out of the proceeds of the issue;

(*b*) any preliminary expenses payable by the company, and any commission payable by the company to any person for agreeing to subscribe for, or of his procuring or agreeing to procure subscriptions for, any shares in the company;

(*c*) the repayment of any money borrowed by the company in respect of any of the things referred to under (*a*) or (*b*);

(*d*) working capital.

There must also be disclosed the amounts which are to be provided in respect of (*a*), (*b*), (*c*) and (*d*) otherwise than out

of the proceeds of the issue, and the sources from which such amounts are to issue. It will be seen that this prevents the directors from saying that the minimum is to be something purely nominal.

This prospectus requirement is taken a step further by s. 39, which prohibits the making of any allotment of shares offered to the public for subscription unless the minimum subscription and the sum payable on application for such minimum subscription has been paid to and received by the company. To hark back once more to the bad old days, there was a difficulty then owing to the fact that the company had actually to receive the minimum subscription, so that if cheques were received (as of course they would be) it was necessary that they should be cleared before it was safe to proceed to allotment; two cases where this principle was applied with unfortunate results are *Mears* v. *Western Canada Pulp & Paper Company Limited* [1905] 2 Ch. 353, and *Burton* v. *Bevan* [1908] 2 Ch. 240. Another case in point in this connection is *Re National Motor Mail Coach Co.* [1908] 2 Ch. 228, where it was held that cheques had to be not only received by the company, but also paid into the company's bank before allotment. The practical inconvenience of such a course has been recognised, and to meet the difficulty s. 39 (1) contains a proviso to the effect that, for the purposes of that sub-section, a sum is to be deemed to have been paid to and received by the company if a cheque for that sum has been received in good faith by the company, and the directors of the company have no reason for suspecting that the cheque will not be paid.

Yes, you may say, but what is there to prevent the directors from fixing the amount payable on allotment at some purely nominal figure, and thus defeating the real object of this provision? Our legislators, however, are wise to a great many possibilities, and this has been specially provided for by s. 39 (3), which says that the amount payable on application on each share must be not less than 5 per cent. of the nominal amount of the share. This sub-section is unique among the other sub-sections of s. 39, in that it is the only one which is always applicable where shares are offered to the public for subscription; the remaining ones do not apply to any allotment of shares subsequent to the first allotment of shares offered to the public for subscription.

The section then goes on to provide for the event of the minimum subscription not being reached; it is, of course, clear that in such a case the company would have no right or title to the money actually subscribed, and that it would be under an obligation to return it to the subscribers; but the section dots the i's and crosses the t's of that obligation by s. 39 (4). If the minimum subscription is not reached within forty days after the first issue of the prospectus, all money received from applicants must be returned to them forthwith without interest, and if it is not so repaid within forty-eight days after the issue of the prospectus [I wonder why the section there says "issue" instead of "first issue," which is the phrase used earlier on], the directors are to be jointly and severally liable to repay such money with interest at 5 per cent. from the forty-eighth day; there is a proviso exempting a director from liability if he proves that the default in repayment was not due to any misconduct or negligence on his part. Sub-section (5) forbids contracting out of the section.

To return to the necessary contents of a prospectus: it may perhaps be considered not to be out of place if reference be here made to a requirement which is not referred to in the Fourth Schedule, and may therefore be looked upon as a trap for the unsuspecting. This is contained in s. 47 (3), which is the section under which the issue of shares is permitted at a discount, subject to the stringent limitations there set out. Every prospectus relating to the issue of shares at a discount (and be it added every balance sheet issued by the company subsequently to the issue of the shares) must contain particulars of the discount allowed on the issue of the shares, or of so much of that discount as has not been written off at the date of the issue of the document in question.

Another requirement which made its appearance for the first time in the Act of 1928 is contained in para. 16 of the Fourth Schedule; and this lays it down that, if the prospectus invites the public to subscribe for shares in the company, and if the share capital of the company is divided into different classes of shares, the right of voting at meetings of the company conferred by, and the rights in respect of capital and dividends attached to, the several classes of shares respectively, must be set out in the prospectus. The state of mind of one who subscribes for shares without knowing what voting or other rights are attached to those shares hardly seems a fit subject for discussion in these columns, or indeed in this journal; but if one accepts the necessity, or desirability, of protecting fools from the consequences of their folly, this provision is clearly a right and proper one. The fact certainly remains that, in the past, persons have been known to subscribe without any proper knowledge of the rights that will accrue to them as a result of such subscription.

That concludes the most material part of what we look upon as the new matter in regard to prospectuses; it is hardly right to look upon it as new, for it has now been in operation for rather more than three years—but what years! During the whole of that time the number of persons who have been in any way concerned with a prospectus is lamentably small, but perhaps one may be permitted to hope that, with the new confidence inspired by the successful conversion operations of the Government, and the almost imperceptible, but nevertheless definite, better spirit which is prevailing in industry generally, the prospectus will once again become a familiar document.

(*To be continued.*)

A Conveyancer's Diary.

Policy of Assurance in favour of Wife: M.W.P.A., 1882, s. 11.

In my "Diary" of the 13th August last, I commented upon the case of *Cousins* v. *Sun Life Assurance Society* [1932] W.N. 198 (76 Sol. J. 545). The decision in that case has now been overruled by the Court of Appeal (see *The Times*, 3rd November).

It will be remembered that the case turned upon the question whether, where a husband had insured his life in favour of his wife by a policy expressed to be made under the provisions of the M.W.P.A., 1882, the policy moneys vested in the wife absolutely or only contingently upon her surviving her husband.

Eve, J., held that the policy created a trust in favour of the wife contingently upon her surviving her husband. The Court of Appeal has reversed that decision and held that the wife was entitled for a vested interest and that, therefore (she having predeceased her husband), the policy moneys passed under her will.

With great respect to the Court of Appeal, I find it most difficult to agree with the decision.

It seems to me that the whole object and purpose of an assurance expressed to be made under the M.W.P.A., 1882, is that a married man intends to make provision for his wife in the event of her surviving him. If he effect such a policy then by s. 11 of the Act of 1882 it is provided that "the moneys payable under any such policy shall not, *so long as any object of the trust remains unperformed*, form part of the estate of the insured or be subject to his or her debts," the italics are mine.

Now, if the Court of Appeal be right, the words which I have italicised have no meaning or effect at all where (as often happens) the husband names his wife; whereas (so it

would appear) if he does not name his wife, those words have a meaning. I confess that I cannot see this. I should have thought that Kekewick, J., was right when he said in his judgment in *Re Browne's Policy* [1903] 1 Ch. 188, that "Regarding the case apart from the Married Women's Property Act, 1882, one is met by the presumption . . . that a married man speaking of his wife intends his wife at that time . . . But in construing an instrument intended to make provision for a wife after the husband's death this seems to lose weight, and is countervailed by the consideration that he in all probability intended to provide for her who survived him, and for that reason stood in need of provision." If that be so, it seems to follow that where a particular wife is named, there is an implied condition that she shall be a surviving wife. In other words, that the interest which a named wife takes in such a policy is contingent upon her surviving her husband.

Of course the question would not arise at all if it were not for the practice of insurance companies to place a surrender value upon policies. That, I suggest, was not contemplated by the M.W.P.A. The Act only provides for a policy effected which will be payable upon the death of the husband. There is nothing in the Act which suggests that a policy effected under it may have any value or be paid or payable before the husband's death. The Act points to that event and that event only, as the time at which the policy money will be paid, and I venture to express the opinion that the mere fortuitous circumstance that insurance companies are willing (as an inducement to persons to insure) to pay a sum in advance as consideration for their release from the obligation to pay upon death, should not make any difference in the construction of the Act which is designed to afford a provision for the dependants of a married man to take effect on his death.

I do not know what the usual practice is, but I think that in many cases of the kind a wife is *persona designata*, as happened in the case under consideration. I do not think that s. 11 of the M.W.P.A., 1882, was intended to apply to a wife as a *persona designata*. The intention was to enable a man to provide for a surviving wife, not for one who might predecease him.

The result of this decision is that whilst a policy effected under the Act (where the wife is named) is not liable for the debts of the husband who pays the premiums, it is liable for the debts of the wife who does not, and may be disposed of by her at any time without the consent of her husband. That I am quite sure was not the intention of the legislature in passing s. 11 of the M.W.P.A. Far from it, the intention obviously was that a policy effected under that enactment should not be capable of being dealt with by anyone and that on the death of the husband (and only then) it should be available as a provision for the wife if she should survive him.

I observe that the Master of the Rolls considered that the expression, "so long as any object of the trust remains unperformed" means so long as the money payable under the policy remains unpaid. His lordship is reported in *The Times* to have said: "Was this a case where the objects of the trust had been performed so that there was what might be called a resulting trust to the assured? On the plain terms of the policy the wife had a vested interest, so that on her death before her husband the policy moneys would become payable to her executors. The trust was not ended by her death; there was still an unperformed trust."

With great respect, I do not think that the expression "any object of the trust" has the same meaning as "any trust." Of course, there was a "trust" to pay the money, but there was no "object of the trust" when the wife predeceased her husband. That, at least, I venture to advance as the correct construction of the section.

If the Court of Appeal is right, then every married man wishing to effect a policy under the M.W.P.A. will be well advised not to mention his wife by name.

Rent-charges and the Limitation Acts.

The Court of Appeal has reversed the decision of Eve, J., in *Sykes* v. *Williams* (76 Sol. J. 544), of which I wrote in my "Diary" for the 30th July.

The question was whether a right of re-entry for non-payment of a rent-charge continued after the rent itself had been barred by the Real Property Limitation Acts.

The Master of the Rolls based his judgment upon the fact that the rent-charge and the right to recover it having been extinguished by the effect of the Statutes of Limitations, there was no "owner or owners for the time being" thereof who could enforce the right of re-entry. His lordship is reported to have said: "Once it was admitted that everything connected with the rent-charge itself had been extinguished then the rent-charge itself fell into the limbo of history. The plaintiff was not the owner for the time being of the rent-charge and all the argument on his behalf failed."

It would seem as though this decision over-rules *Barrett* v. *Richardson & Cresswell* [1930] 1 K.B. 686, but the proviso for re-entry in that case was in a lease. A full report of the judgments in the Court of Appeal will be awaited with interest.

Landlord and Tenant Notebook.

Rent Free.

I am told that in some parts of the country owners of agricultural land are, in view of the present depression, permitting tenants to occupy farms without payment. The question whether, when the other usual incidents of a tenancy are present, such an arrangement brings about the relationship of landlord and tenant is of some interest, for the occupier may desire more protection than that conferred by a tenancy at will, and if he be more than a tenant at will the owner, whose interest in the arrangement lies in the fact that he wants the property looked after, will want the assurance that a forfeiture clause designed to secure that object can be relied upon.

The question does not appear to have been actually tested in any reported case. *Obiter dicta* can be cited in support of either contention, and among writers of text-books some say that a *reddendum* is essential to a lease, others ridicule the traditional peppercorn reserved by benevolent grantors of parks, etc., and others appear to subscribe to both theories in different parts of their books.

The proposition that there can be no tenancy without rent is in the main supported by authorities dealing with agreements for leases. For instance, in *Wright* v. *Trezevant* (1828), Moo. & M. 231, Best, C.J., said: "Now, in order to establish a lease, there must be proper parties; the commencement and expiration of the term for which rent is to be paid; the description of the premises; and the rent." The point at issue was not, however, whether the absence of agreement as to rent invalidated a grant, still less whether an agreement for no rent had that effect, but whether a certain instrument (which contained no formal operative words, but did provide for rent) amounted to a lease, i.e., manifested an intention to let. Likewise, in *Dear* v. *Verity* (1869), 20 L.T. 268; 21 L.T. 185, relied upon by some writers, the question at issue was the old one of negotiation or agreement, and the point as to the necessity for a reservation of rent arose only because the plaintiff, who claimed specific performance of an agreement for a lease, relied upon two letters addressed to the defendant, the first of which mentioned the agreed figure, while the second, otherwise more elaborate, omitted all mention of rent. The defendant had replied accepting the offer "as per your letter." And the judgments do not appear to refer to the point as explicitly as text-book writers suggest. Then there is an Irish case, *Corringan* v. *Woods* (1867), 15 W.R. 318,

which is sometimes cited in support of the proposition; the claim was for use and occupation, the plaintiff alleging that the defendant had occupied under a verbal agreement for a lease, the defendant contending that it was an agreement for sale; but the passage in the judgment relied on, namely, "it is perfectly consistent with the relationship of landlord and tenant that the tenant *at will* should hold rent free," would appear, by reason of the qualification which I have italicised, to be of more use to those arguing to the contrary.

In support of the contention that a lease without a *reddendum* is valid, we have the pronouncement of Platt, who states the proposition in the second sentence of his classic work on leases, and refers to *Knight's Case* (1588), 5 Co. Rep. 54B, as his authority. And if on examination the pronouncement "a lease may consist without any reservation," embodied in one of the "resolutions" of the court, appears to be again an *obiter dictum*, it may be borne in mind that the case is described by the very eminent reporter as a "notable" one, that after an adventurous career it was tried finally in the Exchequer Chamber by all the justices of England, and the *dictum* is very nearly an essential to the reasoning on that part of the case. The facts were that in 1538 the prior of St. John of Jerusalem had granted a lease of several houses in Clerkenwell at a yearly rent of £5 10s. 11d., *scil.*, for one house £3 0s. 11d., for another 20s., etc., with a proviso for re-entry on the rent being behind in part or in all. Two years later, by surrender or by 31 H. 8, as Coke puts it (the expression "deemed to have" had not been coined), the priory and all the possessions thereof "came to King H. 8." In 1545 the King granted the £1 a year house to the tenant, in fee. In 1586 the Queen purported to forfeit the old lease, £1 17s. 5d. rent being in arrear; and to grant the "residue of the houses in fee" to someone who then let to the plaintiff, Knight. And the action was for trespass and was brought against the executor of the deceased grantee in fee of the £1 house. The first problem tackled by the judges was whether there was one lease in 1538; and as there was one instrument, one word of demise, one tenant and one term, they answered this in the affirmative, explaining the *reddendum* as one reserving "in gross at the first," while the "*videlicet*" (*sic*) merely declared valuations. And this led to the *dictum* that one lease might reserve several yearly rents, for reservation of the rent was not of the substance of the lease, and a lease might consist without any reservation.

In the absence of direct authority, it is submitted that a tenancy without rent is not void for want of consideration, because the implied covenants (which are particularly stringent in the case of agricultural premises) confer benefits on the lessor and responsibilities on the lessee. Also, it may be observed that the analogy often drawn between L.P.A., s. 40, and the Sale of Goods Act, 1893, s. 4, breaks down at this point, for in the case of goods it has been held that the note or memorandum must state the price, but that the plaintiff may prove an implied reasonable price if no figure was agreed. Nevertheless, an intending tenant suing upon a memorandum or note which mentioned no rent but did not mention "no rent" would do well to remember that inadequacy of consideration has been treated as corroborative evidence of fraud.

PROTECTION OF CHILDREN.

Local authorities have been notified by the Ministry of Health that 1st January next is the date upon which the provisions of the Children and Young Persons Act, 1932, will come into force. The age under which the reception of children for reward must be notified is raised from seven to nine years. There have been alterations in the period of notification of the reception of children. Failure to notify is a continuing offence. It is stipulated in the new Act that a person or society advertising that they will undertake the nursing or maintenance of a child under the age of nine must give their name and address in the advertisement.

Our County Court Letter.

LENGTH OF NOTICE OF HOTEL MANAGERESS.

In the recent case of *Ulrick* v. *Scott-Russell* at Worcester County Court, the claim was for £25, being three months' salary in lieu of notice. The plaintiff's case was that (*a*) she was engaged in March, 1931, as manageress of the Hill Cairny Hotel at a quarterly salary of £25, subject to a quarter's notice; (*b*) having made a profit of £300 in six months, the plaintiff went for an agreed month's holiday on the 15th January; (*c*) on the 19th January she was surprised to receive a letter dispensing with her services, and enclosing £16 for two months' salary already due; (*d*) it was subsequently arranged that the plaintiff should work out her quarter's notice, but no opportunity was given her of doing so. The defendant's case was that (1) she had always been friendly with the plaintiff, who had agreed to go at a moment's notice if she was unsatisfactory; (2) there was no agreement for three months' notice, and the evidence of the cook was that the plaintiff merely chose to take her salary quarterly; (3) the defendant had decided to run the hotel herself. His Honour Judge Roope Reeve, K.C., held that the plaintiff was entitled to reasonable notice, viz., three months, out of which there was a month's holiday, for which plaintiff had been paid. Judgment was therefore given for £16 13s. 4d. and costs. Compare "Costumier's Length of Notice," in the County Court Letter in our issue of the 8th October, 1932 (76 Sol. J. 685).

THE LIABILITY OF AN EXECUTRIX FOR RENT.

In the recent case of *Leaver* v. *Frost*, at Weston-super-Mare County Court, the claim was for £25 as one quarter's rent of a house, which had been leased for five years to the defendant's father. The defendant had assumed that the lease was cancelled, by the death of her father, but (on being otherwise informed) she had remained in possession, and (having visitors in the house) she had paid three quarters' rent. The defendant subsequently gave a notice to quit (in which she described herself as tenant) and surrendered the key in due course, but liability for a further quarter's rent was disputed, on the ground that, as the old lease was still in existence, no new tenancy had been created. The defendant's evidence was that (1) she had tried to sell the house, and was only able to pay the rent at Christmas, 1931, by selling her furniture, (2) she left the house during February, 1932, but the plaintiff refused to accept the key until Lady Day. His Honour Judge Parsons, K.C., held that (*a*) the defendant, having appropriated the house as part of her late husband's estate, had remained in possession as executrix (*b*) she was therefore liable for a half-quarter's rent, and judgment was given for the plaintiff for £12 10s. and costs.

PERSONAL INJURIES FROM DANGERS OVERHEAD.

In *D'Arcy* v. *Boote and Sons*, recently heard in the Liverpool Court of Passage, the claim was for damages by reason of injuries received from a store gate, which fell upon the plaintiff while he was passing the defendants' premises. The defence was a denial of negligence, as (*a*) the gates were erected in 1915, and there had been no previous accident; (*b*) possibly a small stone had accidentally entered the groove, and prevented the gate from sliding, whereby it had been lifted out of its socket. Judgment was given for the plaintiff for £150 and costs, the leading case hereon being *Tarry* v. *Ashton* (1876), 1 Q.B. 314.

In *Coverley* v. *Derbyshire County Council*, recently heard at Derby County Court, a girl (aged twelve years) claimed damages in respect of injuries caused by the branch of a tree falling upon her head. The plaintiff's case was that (1) while building conveniences, the defendants' workmen severed important roots of the tree, whereby the branches rotted and died; (2) although the tree was in the grounds of a secondary school, the branches overhung the pavement,

along which the plaintiff was passing on her way home. The defence was that there was no indication that the tree was unsafe, but His Honour Judge Longson held that (*a*) the branch which fell was rotten ; (*b*) the tree had not been properly inspected, although two gardeners were employed for the purpose ; (*c*) the overhanging branch was dangerous to passers-by. Judgment was therefore given for the plaintiff for £35 and costs, in accordance with *Noble* v. *Harrison* [1926] 2 K.B. 332.

In Lighter Vein.

The Week's Anniversary.

Edward Law was born at Great Salkeld, in Cumberland, on the 16th November, 1750. His father afterwards became Bishop of Carlisle. Two of his brothers also became bishops, and he himself might easily have taken the road to an episcopate instead of that which brought him to the seat of the Lord Chief Justice and the title of Lord Ellenborough. In fact, his father allowed him to enter Lincoln's Inn only on condition that he should not begin to study law until he had obtained a Cambridge fellowship "so that he should have something to depend upon for a subsistence beyond the precarious hope of fees." Failing this, he was to take Holy Orders and accept a living in Westmorland. It is always interesting to see in the child the man in miniature. It seems that "little Ned, although often naughty, was the chief favourite of both his parents." At school, at the Charterhouse, he was "a bluff, burly boy at once moody and good-natured, ever ready to inflict a blow or perform an exercise for his schoolfellows." Clearly neither then nor in his high-handed days as Chief Justice did he display the characteristics of that gentle prelate his father, whose dominant traits were an extreme unwillingness to inflict pain and a modesty amounting to bashfulness.

Verses from the Bench.

There was much quotation in the Court of Appeal recently when, after calling in the Prayer Book and the Marriage Service to provide a clue to the true meaning of the word "sickness," Lord Justice Scrutton turned to versification and cited :—

"The Devil was sick, the Devil a monk would be ;
The Devil was well, the devil a monk was he."

Quotation is by no means strange to the Law Reports, and reached a pretty high level in the case of the *Duke of Marlborough* v. *Osborn*, when the judicial construction of the word "team" was in question. Mr. Justice Blackburn cited Wordsworth's use of the word in "The Waggoner" :

"Yes, let my master fume and fret,
Here am I with my horses yet !
My jolly *team*, he finds that ye
Will work for nobody but me."

Not to be outdone, Mr. Justice Crompton recited, during the argument, an old epigram as follows :—

"Giles Jolt as sleeping in his cart he lay
Some waggish pilf'rers stole his *team* away ;
Giles wakes and cries 'What's here, odds Dickens ! what ?
Why how now, am I Giles or am I not ?
If he, I've lost six geldings to my smart,
If not, odds buddikins, I've found a cart.'"

The learned judge held that "team" included horses only and not any sort of vehicle.

Hunting is Here.

"As the judge sits in Court,
He gets wind of the sport,
And the counsel all ask to adjourn ;
As no witnesses come
And they're not found at home,
They have followed the hounds and the horn.
Says his Lordship, 'Great fines they must pay
If they will not our summons obey :
But we'll join the glad throng
That goes laughing along,
And we'll all go a-hunting to-day.'"

Thus with song it is fitting that the legal profession and more particularly the Pegasus Club should welcome in fox-hunting. If such an incident ever occurred it was surely at the Oakham Assizes, since Rutland has only one industry, and that is the fox. Were not the song too old to permit the surmise, one would be tempted to identify the learned and sporting judge with Hawkins, J. At this point, it is proper to recall Lord Darling's contribution to the literature of the hunting-field, his delightful fantasy on "The Run of the Season." It is strange and very creditable to our law that so many equestrian judges as there have been should have devised no way of putting the huntsman above the law of trespass. Lord Ellenborough, C.J., uncompromisingly decided the other way when the Earl of Essex sued The Honourable and Reverend Mr. Capel for breaking and entering his grounds with horses and hounds.

Obituary.

Mr. A. HALL-WRIGHT.

Mr. Arthur Hall-Wright, solicitor, of Birmingham, died on Wednesday, the 2nd November, at the age of sixty-eight. He was educated at Loughborough College, and St. Catherine's, Cambridge, and served his articles with his brother, Mr. G. Wright, in London. He was admitted a solicitor in 1886. For a number of years he was in partnership with his brother, Mr. James Hall-Wright, in Birmingham, until about seven years ago, when he began to practise on his own account. Later he was joined by his son, Mr. A. C. Hall-Wright, who was admitted in 1929.

Mr. F. E. WHITTUCK.

Mr. Frederick Edward Whittuck, retired solicitor, of Keynsham, died on Sunday, the 30th October, in his eighty-third year. He was for many years in partnership with his father-in-law, the late Mr. G. F. Fox, as Messrs. Fox and Whittuck, of Bristol. Mr. Fox died in 1902, and Mr. Whittuck retired in 1911, his sons carrying on the business, which is now known as Messrs. Fox, Whittuck, Pitt & Elwell, of Bath, Bristol and Keynsham.

Mr. H. T. PERKINS.

Mr. Henry Thomas Perkins, solicitor, of Southampton-street, W.C.1, died on Saturday, the 5th November, at West Kensington, at the age of seventy-six. Mr. Perkins was admitted a solicitor in 1883.

Mr. R. T. RICHARDSON.

Mr. Robert Taylor Richardson, retired solicitor, of Barnard Castle, died there on Sunday, the 6th November, at the age of ninety-two. He was admitted a solicitor in 1864, and was in practice with his father, Mr. Thompson Richardson, until the latter's death in 1895, when he succeeded him. He was Clerk to the Justices of the Barnard Castle and Staindrop Divisions for many years, and also Chairman of the Barnard Castle Gas Company. He retired from practice a few years ago, and became a Justice of the Peace.

Mr. P. HART.

Mr. Percival Hart, solicitor, was knocked down and killed by a motor car outside his home at Highgate on Friday, the 4th November. Mr. Hart, who was eighty-eight years of age, had practised as a solicitor in London, and was President of the Highgate Friendly Discussion Society.

Mr. C. I. BLAKER.

Mr. Charles I. Blaker, retired solicitor, of Leamington, died on Thursday, the 3rd November, at the age of eighty-two.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Will Gift Over after Absolute Gift of "Anything Remaining" at Death of Absolute Donee—Effect.

Q. 2603. J. W. made her will, and after giving certain specific bequests, gave a residuary gift in the following terms: "Everything else of which I die possessed—property, furniture, stock, etc., I leave to my dear husband F. H. W. for his absolute use and comfort with the express provision that anything remaining at his death shall go to our daughter M." Testatrix died recently, and the residuary estate included real property. The executors have proved the will, and desire to sign the assent in respect of such real property. Deceased's husband F. H. W. and daughter M. are both alive. Should the assent be drawn in the form of an assent to a tenant for life, or should the assent be in the form of an assent of an absolute gift to F. H. W.?

A. We express the opinion that the will confers an absolute interest on the husband and not a mere life-interest. Where there is a devise or bequest to a person absolutely, a condition cannot be annexed to the gift, that so much as he shall not dispose of shall go to another person. There is abundant authority for this proposition (see "Tudor's Leading Cases on Real Property, etc.," 4th ed., pp. 518 and 519, and cases there cited). The assent should therefore be drawn in the form of an assent to an absolute gift.

Gift of a House to an Infant—Stamp Duty—Procedure.

Q. 2604. A client of mine and his wife are purchasing a small dwelling-house as an investment, for which they have already found a tenant. They have one daughter aged five years, and they wish to know if the property can be put in her name. I have advised them that this is not possible with the daughter being an infant, but that the only possible way appears to be for them to have the property conveyed into their joint names as beneficial owners and then for them to execute a voluntary settlement at a later date in favour of the daughter, appointing themselves and a third party to be the trustees. This would mean, of course, that in addition to *ad valorem* stamp duty on the conveyance, there would also be *ad valorem* stamp duty on the voluntary settlement when the stamp duty was adjudicated. Can you tell me whether there is any way of bringing about the desired effect by one direct deed, showing the purchase money to move from the husband and wife (the would-be purchasers and then settlors), in order to obviate the necessity of paying stamp duty twice over.

A. We gather from our subscriber's query that he is of the opinion (which we share) that it is not advisable to give the child an immediate interest in the house. If the voluntary gift is not to be immediate we do not think that there is any possible method of saving the double *ad valorem* duty. If an immediate interest is to be given we suggest the following procedure. Let the parents (verbally) declare that they hold the purchase money upon trust for the child and to be invested by them in the purchase of a house for the child. Let the property be conveyed to the parents as joint tenants upon the statutory trusts, the trusts of the net rents and of the net proceeds of sale being declared to be for the infant daughter. The deed should recite that the parents hold upon trust as aforesaid and that the child is an infant of the age of five years. Full powers of management, etc., as if they were absolute owners should be given to the parents, and it should be made clear that in the exercise of their statutory power of maintenance they should be relieved of the necessity of taking into consideration some (and possibly all) of the circumstances mentioned in T.A., 1925, s. 31 (1). When the child attains the age of twenty-one she will be in a position to call for a conveyance of the property, and the conveyance to her will attract only a ten shilling stamp.

Costs—Sale—First Mortgage to a Third Party—Second Mortgage to Vendor—One Solicitor—Costs.

Q. 2605. A is the vendor and B the purchaser of certain leasehold property for £900. Of the purchase price £500 is obtained from C on first mortgage. A allows £300 to remain on second mortgage and B provides the balance of £100. I am acting for all the parties. Please show how to calculate the costs.

A. We suggest that our subscriber should charge the deducing scale fee against the vendor (£18), one-half the investigating fee under the scale against the purchaser (£9), one-half the investigating scale fee for investigating title and preparing the first mortgage to C, this charge to cover all business in connection with the first mortgage whether on behalf of the mortgagor or the mortgagee (£5), and item charges in respect of the second mortgage back to the vendor. In calculating the fees the 33⅓ addition is added and should be added to the item charges, though whether it is desirable actually to charge those additions is a matter for our subscriber to decide. We refer our subscriber to paras. 616 and 617 on p. 229 of the 6th ed. (1923) of The Law Society's Solicitors Remuneration Digest, being opinions of the Council of The Law Society of 20th October and 11th December respectively, delivered in 1921.

Deed of Assignment—Doctrine of "Relation Back"—Sale by Trustee—Completion before the Expiration of Three Months from Date of Deed.

Q. 2606. On the 1st September, 1932, Mr. A. executed a deed of assignment of all his property to a trustee for the benefit of his creditors. A contract has been entered into by the trustee to sell a certain freehold property which passed under the assignment to a client of ours, and completion is due to take place on the 30th September, 1932. It does not appear to us in view of the doctrine of "relation back," that we can safely complete the purchase until the expiration of three months from the date of the deed of assignment. It is true that by s. 24 of the Deeds of Arrangement Act, 1914, a trustee could give notice which precludes the creditor after the expiration of one month, unless the deed becomes void, from presenting a bankruptcy petition against the debtor founded on the execution of a deed, but we do not see (even though the trustee assures us that he has given notices to all the creditors of whom he is aware) how this will get over the difficulty of the possibility of there being creditors of whom the trustee is not aware, and whose claim shall exceed £50 and who are in a position to put the petition on the file. We may add that we have every reason to believe that there are no creditors likely to present a bankruptcy petition and that there are in fact no creditors whose claim exceeds £50 who have not consented to the deed. The deed has been duly registered and has received the assent of a majority of the creditors.

A. While in this particular case there is probably but little risk in completion at once, yet our subscribers cannot be advised to anticipate the expiration of the three months. So far as we are aware, the difficulty cannot be overcome. We suggest that deeds and money might be put in the hands of a third party to hold pending the lapse of the three months without a petition, and that thereupon the purchaser might be let into possession. Upon the lapse of the three months deeds and money would be exchanged if all was then clear, the trustee receiving such interest as the purchase money might earn. The purchaser should give an undertaking to vacate if a petition was presented within the three months. Possibly the trustee will be willing to adopt this suggestion or some modification thereof.

House Built Partly on Land belonging to Another Person.

Q. 2607. A's bungalow has, by mistake, been erected partly on her own plot but mostly on an adjoining plot belonging to B. B now (without prejudice) claims an utterly extortionate price for his plot, very far beyond its market value, otherwise claims possession (which would mean cutting right through the rooms of the bungalow). What course would you advise A to take? Is there any process by which A could insist upon B accepting the fair market value of his land?

A. We are not aware of any exception to the maxim *quicquid plantatur solo cedit solo* which is applicable to the case in question. Unless B did anything to induce A to think that the land A was building on was wholly A's, it seems that A is at B's mercy as far as concerns the part of the bungalow on B's land.

Vendor and Purchaser—Restrictive Covenant by Vendor Registered—Subsequent Sale of Part of Land by Vendor.

Q. 2608. In 1930 clients of ours, A and B, sold a piece of their estate to a brewery and covenanted not to use any part of a limited adjacent area of the rest of their estate for the sale of intoxicants. The brewery registered this restrictive covenant. In a subsequent sale of a piece of this restricted area to C, he entered into a similar covenant with A and B without referring in any way to the original covenant, but we have not registered this covenant entered into by C. We should be obliged if you could inform us—

(*a*) Whether on the facts a purchaser from C would be bound.

(*b*) If not, whether A and B could be held liable to the brewery for non-registration of the covenant against C.

(*c*) If A and B ought to register the covenant against C.

(*d*) Whether A and B would be protected by the fact that C on purchasing searched or is deemed to have searched against A and B, and having found the charge registered by the brewery, would then have to disclose it in his abstract to a purchaser from him.

A. (*a*) It is assumed the covenant was not so framed as to be applicable to A and B only. The brewery company should have insisted on endorsement of notice of covenant on one or more of A and B's documents of title and the conveyance to C should have referred to the covenant and have contained the usual covenant to observe and indemnify. Apart from this, however, the registration of the covenant against A and B would bind C and a purchaser from him, and C should disclose the original covenant on selling.

(*b*) No, as A and B were not bound to take a covenant from C.

(*c*) It would perhaps be advisable to register C's covenant so that A and B would have a direct right of action (for injunction) against the assigns of C.

(*d*) Yes. A and B should obviously have disclosed the covenant in their contract for sale to C and abstract of title, but C has suffered no damage and is presumed to have had notice by search before completion. If it is known that no search was made, it would be well to give C formal notice of A and B's covenant.

Reviews.

English Justice. By "Solicitor." 1932. Demy 8vo. pp. xii and 249. London: George Routledge & Sons, Ltd. 10s. 6d. net.

Here we have an interesting and stimulating work, and, in spite of the author's obsession by the rottenness of the State of Denmark, one of usefulness to any person expecting to practise in police courts. But the author surveys a much wider field than the police court: he is concerned with the administration of justice and remedies in all of the courts dealing with liberty of the subject and status. "English Justice is living upon its great name. It is probable that even in the past its high reputation was relative and depended a good deal on the vileness of the systems with which it was contrasted." The author says that not only is the criminal law obsolete in many respects, e.g., the expense and technicality of a case stated, but there is no check on the abuses which have crept in, resulting in numbers of innocent persons being convicted. His illustrations are mostly drawn from magistrates' courts, and he writes of what he has himself seen and heard during twenty-five years' practice amongst "the working, criminal and the quasi-criminal classes."

It is argued that the evils in the courts presided over by justices are to be traced to the personnel of the benches themselves.

The passages in the book dealing with the poor man and the criminal law are a grave indictment of the magisterial system in petty and quarter sessions, and by reason of the moderation and obvious sincerity of the author merit the serious consideration of the social student.

It is surprising that the author does not advocate an increase in the number of stipendiaries. He contents himself with the proposal that there should be appeal in all cases from the decision of the magistrates to the local county court judges, they to be assisted by recorders, as special commissioners where there is great pressure of business. The magistrates should have their matrimonial and bastardy jurisdictions taken away from them in favour of the county courts, and these should have power to grant a divorce.

Grand juries the author would retain, but coroners must go.

The book is very readable and full of shrewd comment on most persons and things met with during a life spent in the law, and should do good if it reaches the hands of those, it is to be hoped, few justices who at present have the wrong attitude to their work indicated in its pages.

The author admits that his experience is naturally not all-embracing, and that to his knowledge there are courts in which justices and clerk do their work admirably, and it is at least possible that the author's experience of work done otherwise is fortunately exceptional.

Pridmore and Scott's Guide to Costs. Thirteenth Edition. 1932. By A. W. Porter and F. G. Wortham. Medium 8vo. pp. xlvii and (with Index) 1303. London: Waterlow and Sons, Ltd. £3 3s. net.

"Scott" has from time immemorial stood as the guide, counsellor and friend of the solicitor on the "bread and butter" side of his work, and in welcoming this, the thirteenth edition, we find all that we had to commend in previous editions, together with many new features that stand out as improvements in a work which seemed hard indeed to better in any respect.

First of all the type, which is a joy to the tired eye, secondly the index, over 100 pages of it to help the busy practitioner who generally reckons that it takes as long to find where to find it as it does to find it, thirdly the precedents, copious and diverse, with footnotes that are ever so pertinent, fourthly the annotated extracts relating to costs from the R.S.C. and Orders made under various Statutes, and fifthly the part devoted to conveyancing and non-litigious costs together

make up a volume that in its present form is more than ever indispensable even to the most experienced costs clerk, while to the small practitioner it will pay its cost in the first half-dozen bills drawn with its aid. A friendly word in the publishers' ear. The binding of our copy at least will not for long stand up to the use the contents merit.

The Road to the Law. By DUDLEY CAMMETT LUNT, Member of the Bar of Delaware and of Maine. 1932. Demy 8vo. pp. xiv and (with Index) 281. London: McGraw-Hill Publishing Co., Ltd. 10s. 6d. net.

In this book the author explains how certain basic principles of law have come into being through the medium of a number of famous cases, and, although the majority of the decisions with which he deals are American, he tells the story of the events which led to the cases in an extremely interesting and readable manner, and adds his own interpretative comment. This is not intended to be a handbook of law for the layman, but from it he should be able to derive a better understanding of the background of common law. There are eight illustrations depicting the old English courts, reproduced from aquatint engravings published in 1808-09.

Murders and Murder Trials, 1812–1912. By H. M. WALBROOK. 1932. Crown 8vo. pp. xi and (with Index) 366. London: Constable & Co., Ltd. 7s. 6d. net.

The pages of this work drip with the blood of twenty-nine murders—murder by shooting, by suffocation, by poisoning, murder in Parliament, murder on the railway, murder at the stage door. If, therefore, anyone would sup full of horrors somewhat refined by process of law, here is his table spread.

Such a book, however, will appeal much more strongly to the layman than to the lawyer if only for the reason that many of the cases have already received much fuller treatment in the "Notable British Trials" series.

With an average of a little over ten pages a case at his disposal, the author has not, of course, been able to indulge in a very profound analysis of any of the trials. Generally speaking, he has been content to accept the orthodox view and make a good story out of it.

It would be unfair therefore to examine it analytically, or to say more than that here is a popular work, very readable, very dramatic and, to those not already initiated, very informative.

Constitutional Law and Legal History in a Nutshell. By MARSTON GARSIA, B.A., of Merton College, Oxford, the Middle Temple and the South Eastern Circuit, Barrister-at-Law. Third Edition. 1932. Demy 8vo. pp. xvi and 138. London: Sweet & Maxwell, Ltd. 4s. net.

The "Nutshell Series" is so firmly if unofficially established in the elementary study of our law that this third edition demands notice only and not review, for the delicate and exacting task of constructing a cram-book—the learned author would be the last person to object to the term—has never fallen into more competent or versatile hands. Suffice it to note that this work has now been brought completely up to date and includes the Statute of Westminster.

British Patents and Designs Statutes. 1932. By H. J. W. BLISS, B.A. (Oxon), F.I.C., Barrister-at-Law, Lincoln's Inn. Demy 8vo. pp. viii and (with Index) 126. London: Stevens & Sons, Ltd. 4s. 6d. net.

This is a handy little volume embodying the statutes as amended and consolidated up to 1932. It contains notes on the principal alterations brought about by the 1932 Act; then the text of the amended Acts, 1907-1932, and a subject Index. It is hoped that a comprehensive volume in this portable form may find a place in the pocket or on the desk not only of legal practitioners, but also of research students and others concerned with patent and design registration. We have no doubt that its utility will be fully recognised.

Books Received.

How to become a Barrister. By GIBSON and WELDON, Law Tutors. Fifth Edition. 1932. Demy 8vo. pp. 58. London: "The Law Notes" Publishing Offices. 4s. 6d. net.

Matrimonial and Family Jurisdiction of Justices. By ALBERT LIECK, Chief Clerk of Bow Street Police Court, London, and A. C. L. MORRISON, Chief Clerk of the Metropolitan Juvenile Courts. Second Edition. 1932. Demy 8vo. pp. xxxi and (with Index) 323. London: The Solicitors' Law Stationery Society, Ltd. 15s. net.

And Now All This. By W. C. SELLAR and R. J. YEATMAN. 1932. Crown 8vo. pp. viii and 120. London: Methuen and Co., Ltd. 5s. net.

British Patents and Designs Statutes. 1932. Introduction and Index by H. J. W. BLISS, B.A. (Oxon), F.I.C., Barrister-at-Law, Lincoln's Inn. Demy 8vo. pp. viii and (with Index) 126. London: Stevens & Sons, Ltd. 4s. 6d. net.

Tristan da Cunha. By DOUGLAS M. GANE. 1932. Crown 8vo. pp. 173. London: George Allen & Unwin, Ltd. 7s. 6d. net.

Patents, Trade Marks and Designs: Their Commercial Aspect and Development. By CHARLES WALDRON THOMAS. Foreword by Sir RICHARD GREGORY, Bart., D.Sc., LL.D. 1932. Demy 8vo. pp. (with Index) 88. London: Ocean Publishing Company. 4s. 6d. net.

The Law Relating to the Reduction of Share Capital. By PAUL F. SIMONSON, M.A. (Oxon), of the Inner Temple, Barrister-at-Law. Third Edition. 1932. Medium 8vo. pp. xxi and (with Index) 152. London: Jordan & Sons, Limited. 15s. net.

Law for Journalists. Second Edition. 1932. By CHARLES PILLEY, of Gray's Inn and the Western Circuit, Barrister-at-Law. Demy 8vo. pp. xx and (with Index) 174. London: Sir Isaac Pitman & Sons, Ltd. 5s. net.

Love-in-Law. By STANLEY J. RUBINSTEIN. 1932. Crown 8vo. pp. 288. London: Jarrolds (Publishers) London, Ltd. 7s. 6d. net.

Leading Cases on Mercantile Law. By R. S. T. CHORLEY, M.A., of the Inner Temple, Barrister-at-Law, and H. A. TUCKER, LL.B., of the Middle Temple and Oxford Circuit, Barrister-at-Law. 1932. Demy 8vo. pp. xxiii and (with Index) 284. London: Butterworth & Co. (Publishers), Limited. 9s. net.

The Law of the Parish Church. By W. L. DALE, LL.B. (Lond.), of Gray's Inn and the North-Eastern Circuit, Barrister-at-Law. Foreword by The Right Hon. Lord ATKIN. 1932. Demy 8vo. pp. xxiii and (with Index) 141. London: Butterworth & Co. (Publishers), Limited. 7s. 6d. net.

Key and Elphinstone's Compendium of Precedents in Conveyancing. Thirteenth Edition. 1932. By HARRY FARRAR, M.C., M.A., LL.B., of Lincoln's Inn, Barrister-at-Law, assisted by FREDERICK RICHARD FINCH, B.A., of Lincoln's Inn, MONTAGUE ARTHUR LUSH, B.A., of Gray's Inn, and JOHN WORTLEY BAGGALLY, M.A., of the Inner Temple, Barristers-at-Law. In two volumes. Medium 8vo. Vol. I. pp. clxxiv and (with Index) 1374. Vol. II, pp. cxliv and (with Index) 1074. London: Sweet & Maxwell, Limited. £5 15s. 6d. net.

[All books acknowledged or reviewed can be obtained through The Solicitors' Law Stationery Society, Limited, London and Liverpool.]

Notes of Cases.

Judicial Committee of the Privy Council.

Vandepitte *v.* Preferred Accident Insurance Company of New York.

Lord Tomlin, Lord Thankerton, Lord Macmillan, Lord Wright and Sir George Lowndes. 4th November.

Insurance — Canada — Motor Car — Minor Driving — Father's Permission — Accident — Damages awarded — Execution unsatisfied — Minor not "insured" — Insurance Company not Liable — British Columbia Insurance Act (chapter 20, 1925), s. 24.

Appeal from the Supreme Court of Canada.

The appellant, Alice Marie Vandepitte, sustained injuries while a passenger in a motor car which was being driven by her husband when it was involved in a collision with a motor car driven by Jean Berry, a minor, who was driving her father's car, with his permission. Following the subsequent action for damages the appellant issued execution against Jean Berry in respect of the damages awarded to her (the appellant) against Jean Berry. That execution was returned unsatisfied and the appellant thereupon proceeded against the respondents, the insurance company with whom Jean Berry's father was insured in respect of his motor-car. The appellant took that course by virtue of s. 24 of the Insurance Act of British Columbia, which provides that: "Where a person incurs liability for injury or damages to the person or property of another, and is insured against such liability, and fails to satisfy a judgment awarding damages against him in respect of such liability, and an execution against him in respect thereof is returned unsatisfied, the person entitled to the damages may recover by action against the insurer the amount of the judgment up to the face value of the policy, but subject to the same equities as the insurer would have if the judgment had been satisfied." The present appellant succeeded in the Supreme Court of British Columbia, and on appeal in the Court of Appeal of British Columbia, but in the Supreme Court of Canada the respondent's appeal was allowed. From that decision the present appeal is brought.

Wright, J., in giving the judgment of the Board dismissing the appeal, said that in the circumstances it was impossible to say that a contract existed between Jean Berry and the respondent insurance company, that was, it could not be held that she was in law or in equity "insured" under the policy so as to entitle the appellant to bring an action against the respondents under s. 24 of the Act of 1925.

Counsel: *D. N. Pritt*, K.C., and *Wilfrid Barton*, for the appellant; *W. N. Tilley*, K.C., and *Alfred Bull*, for the respondents.

Solicitors: *White & Leonard; Blake & Redden.*

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Court of Appeal.

Sykes *v.* Williams.

Lord Hanworth, M.R., Lawrence and Romer, L.JJ. 28th October.

Real Property — Statutes of Limitations — Freehold Conveyed subject to Rent-Charge — Right to Re-enter on Failure to Pay — No Rent-charge Paid for Twenty Years — Rent-charge Barred — Power of Re-entry also Extinguished — Real Property Limitation Act, 1833 (3 & 4 Will. 4, c. 27), s. 3 — Real Property Limitation Act, 1874 (37 & 38 Vict., c. 57), s. 1.

Appeal from a decision of Eve, J., reported 76 Sol. J. 544.

In June, 1912, the plaintiff conveyed land to the defendant and another (since deceased), to the use that the plaintiff should receive a perpetual yearly rent-charge of £25, payable half-yearly, and, subject to this said rent-charge and to the statutory powers and remedies for recovering and compelling payment thereof, to the use of the defendant and the deceased. The grantees covenanted to pay the rent-charge, and the conveyance also contained a power of re-entry arising on the rent-charge becoming a year in arrear. The rent-charge had never been paid and the plaintiff claimed the right to exercise the power of re-entry. The defendant contended that the yearly rent-charge and all covenants and powers of reentry incident thereto were barred by virtue of the Real Property Limitation Acts, 1833 and 1874. Eve, J., said that, in his opinion, the plaintiff was entitled to the relief which he claimed in accordance with the decision in *Barratt* v. *Richardson* [1930] 1 K.B. 686. That case had construed the material section—s. 3 of the Real Property Limitation Act, 1833. The rent-charge was extinguished in 1925, but the power of re-entry which accrued to the plaintiff was not so annexed to the rent-charge as to be no longer enforceable. The defendant appealed. The Court allowed the appeal.

Lord Hanworth, M.R.: On 26th March, 1925, the important date in the case, twelve years had elapsed without payment of the rent-charge, and so, under the Acts, the right to recover the rent-charge and arrears had become extinguished. The writ was issued so late as May, 1932, and so at the date of the writ the rent-charge, together with all powers to recover it, had been barred and were extinguished. What, then, was left? It was contended that by a proviso in the conveyance the plaintiff had the right to re-enter on the land, and that that right accrued each half-year as a consequence of the failure to pay the rent-charge. But what were the terms of the proviso?—that on failure to pay the rent-charge it should be lawful for the plaintiff, his heirs, executors, administrators, and assigns, owner or owners for the time being of the rent-charge, to re-enter and repossess the land. Could persons be said to be owner or owners for the time being of the rent-charge when the rent-charge itself had been absolutely extinguished? Once it was admitted that everything connected with the rent-charge had been extinguished, then the rent-charge itself fell into the limbo of history.

Counsel: *Gerald Hurst*, K.C., and *J. M. Easton*, for the appellant; *Henry Johnston* and *Denis Johnston*, for the respondent.

Solicitors: *Speed & Co*, for *Brooks, Davies & Co.*, Stockport; *J. A. K. Ferns*, Stockport.

[Reported by G. T. Whitfield-Hayes, Esq., Barrister-at-Law.]

Re Scientific Poultry Breeders Association Limited.

Lord Hanworth, M.R., Lawrence and Romer, L.JJ. 18th October.

Company — Memorandum — Alteration of Objects declared by Memorandum — Main Objects of Company — Companies Act, 1929 (19 & 20 Geo. 5, c. 23), ss. 4, 5.

Appeal from a decision of Eve, J.

The Scientific Poultry Breeders Association was registered in 1929 as a company limited by guarantee to encourage the scientific breeding and improvement of poultry. The memorandum prohibited the payment of any remuneration to or the division of any profits among the members of the governing body, and provided that no member of that body should be appointed to a position on the salaried staff. It was found, however, that the work of the association increased to such an extent that the members of the governing body could not give the necessary time to it without payment. A petition was therefore brought to the court to sanction the alteration of the memorandum, so as to allow payment to be made. Eve, J., thought by the decision of Russell, J., in *In re Society for Promoting Employment of Women* [1927] W.N. 145, he was precluded from allowing the alteration of a main object. The association appealed; the court allowed the appeal.

Lord Hanworth, M.R., said that the main object of the association was the improvement of poultry farming, not the

carrying on of the association without payment. Section 5 of the Companies Act, 1929, indicated that a memorandum might properly be altered to allow of the business of a company being carried on more efficiently and economically. The alteration had been refused in the case before Russell, J., because it sought to sanction the removal of something on which the society rested, but here the alteration sought was reasonable and proper, and within the scope of s. 5.

COUNSEL: *F. R. Evershed*, for the petition.

SOLICITORS: *Finnis, Downey, Linnell & Chessher.*

[Reported by G. T. WHITFIELD-HAYES, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Caldecutt *v.* Piesse. Swift, J. 4th November.

INNKEEPER—GUEST HOUSE—DIAMOND RING STOLEN—ROOM DOOR LOCK—UNWORKABLE FROM OUTSIDE—FAILURE OF DUTY BY PROPRIETOR—LIABILITY.

In this action Mrs. Vera Caldecutt claimed damages for the loss of a diamond ring from Mrs. Adelaide Elsie Piesse. The plaintiff said that while she was occupying a room in the defendant's hotel on the 14th December, 1931, she took off her diamond ring, which she valued at £50, and put it in a box on the dressing-table while she went down to dinner. She discovered next morning that it had disappeared. A man who had been staying in the hotel had also gone without paying his bill. The plaintiff claimed the value of the ring, or its return, alleging that it was stolen owing to the defendant's negligence in allowing the lock on her (the plaintiff's) door to be defective and remain so after promising to repair it. The defendant denied the theft, or that she had been negligent, or that the lock was defective; she further said that the loss was due to the negligence of the plaintiff in not taking proper precautions.

SWIFT, J., after hearing evidence, said that he did not think that the defendant was an innkeeper. He thought that she was the keeper of a guest house. The duties of such a person had been discussed by the Court of Appeal in *Scarborough* v. *Cosgrove* [1905] 2 K.B. 805. On the authority of that case there was a duty imposed on the keeper of such a guest house as this to use ordinary care at least for the protection of the guest's goods. Was it true in the present case that the lock did not work? In his opinion it was true—he accepted the plaintiff's evidence on that. He thought that there was a failure of duty and that the defendant was liable. There was no contributory negligence by the plaintiff, and she was entitled to recover the value of the ring, which he thought was fairly put at £50. Costs on the High Court scale.

COUNSEL: *J. P. Eddy* and *Maurice Lush*, for the plaintiff; *Sylvester Gates* for the defendant.

SOLICITORS: *T. A. Davison & Co.*; *Johnston-Noad & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Donkin *v.* Donkin.

Lord Merrivale, P., and Bateson, J. 14th October.

HUSBAND AND WIFE—APPEAL AGAINST FINDING OF PERSISTENT CRUELTY—ONE ASSAULT WITHIN SIX MONTHS' LIMIT—EVIDENCE OF EARLIER ACTS RECEIVED—COURSE OF CONDUCT—SUMMARY JURISDICTION (SEPARATION AND MAINTENANCE) ACT, 1925 (15 & 16 Geo. 5, c. 51), s. 1—SUMMARY JURISDICTION (MARRIED WOMEN) ACT, 1895 (58 & 59 Vict. c. 39), ss. 4, 8—SUMMARY JURISDICTION ACT, 1848 (11 & 12 Vict. c. 43), s. 11.

This was an appeal by the husband from an order made by the Stanley (Co. Durham) Justices adjudging him guilty of persistent cruelty and directing him to pay £1 5s. per week for maintenance of the wife and child of the marriage.

The principal matter calling for report was the husband's contention that the justices were wrong in law in finding him guilty of presistent cruelty within six months of the laying of the information. At the hearing the justices received evidence that the husband assaulted the wife on three occasions, first in 1928, then in March, 1931, and finally on 29th July, 1932, which led to the present proceedings. Counsel for the husband submitted that if the last act alleged amounted to cruelty, by no stretch of imagination would it amount to persistent cruelty within the meaning of s. 4 of the 1895 Act, which was governed by s. 11 of the Summary Jurisdiction Act, 1848, imposing a time limit of six months for making such a complaint. Persistent cruelty must consist of more than one act, vide *Cornall* v. *Cornall*, 74 J.P. 379; *Plowden* v. *Plowden*, 23 L.T. 266; and *Goodman* v. *Goodman*, 95 J.P. 95. Even if the justices could take into account the isolated acts alleged in previous years, it could not be said that there was such a course of conduct continued with tenacity of purpose, as amounted to persistent cruelty. Counsel for the wife was not called upon.

Lord MERRIVALE, P., in the course of giving judgment, said that the real question was whether the cruelty which was shown to have taken place within the six months was part of a course of conduct which was persistent, including the previous isolated acts, although these were before the six months. He had come to the conclusion that there was a course of conduct which made the cruelty consistent, and that in consequence the appeal failed.

BATESON, J., agreed.

COUNSEL: *Noel Middleton*, for the appellant husband; *Elliott Batt*, for the respondent wife.

SOLICITORS: *Dangerfield, Blythe & Co.*, for *Hugh L. Swinburne*, Durham; *Winch & Fisher*, for *H. R. Snowball*, Consett.

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

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GROUPING OF ASSIZES.

The long list of waiting litigants in London attributable in some degree to the absence of judges on assize circuits was commented upon by Mackinnon, J., in his charge to the Grand Jury at the Hereford Assizes on 3rd November. His Lordship referred to the "ludicrously simple" task the jury had to perform and advocated the grouping of assizes. He did not suggest that ancient assize towns should lose that dignity. Hereford, Gloucester and Worcester were all within a distance of some 30 miles and could easily be combined for assize purposes under a system by which the three courts in the year should be held in each of the towns in alternation.

Correspondence.

Searches in Bankruptcy by Personal Representatives and Trustees.

Sir,—I am surprised that no reference was made in "A Conveyancer's Diary" of last week to the Trustee Act, 1925, s. 27, sub-s. (2) (*b*), which shows conclusively that personal representatives and trustees should make searches on the division of an estate. As far as I am aware, in practice these searches are rarely made. Prior to the new Property Legislation of 1925, there was a certain amount of laxity in the making of searches on a purchase which that legislation has stopped. Bankruptcy searches by personal representatives and trustees are treated by practitioners in a similar manner to the pre-1926 purchase searches, and until an unfortunate personal representative or trustee is caught by the Official Receiver, and the consequent publicity impresses on solicitors the liability they are at present running, the Bankruptcy Court will continue to lose the search fees and estates will be saved unnecessary expense, for I agree with your article that even a search on the date of division would not afford absolute protection under the present law.

Bedford Street, W.C.2. JOHN W. GREY.
2nd November.

Interest on Mortgages.

Sir,—The old right of a mortgagee requiring six months' interest in lieu of notice ought to be rescinded.

Nowadays money is easily invested with comparison to the olden times when investments were not so easily made. This method requires reconsideration, as mortgagees exploit this inquisitious right against mortgagors.

A. E. HAMLIN, BROWN & Co.

Soho Square, W.1.
4th November.

Parliamentary News.

Progress of Bills.

House of Lords.

Aberdeen Harbour Order Confirmation Bill.
Read Third Time. [3rd November.
Administration of Justice Bill.
Read Third Time. [8th November.
Dunfermline and District Traction Order Confirmation Bill.
Read First Time. [3rd November.
Edinburgh Royal Maternity and Simpson Memorial Hospital Order Confirmation Bill.
Read Third Time. [3rd November.
Falkirk and District Traction Order Confirmation Bill.
Read Third Time. [3rd November.
Macduff Harbour Order Confirmation Bill.
Read Third Time. [3rd November.
Ottawa Agreements Bill.
Read First Time. [4th November.
Visiting Forces (British Commonwealth) Bill.
Read Third Time. [3rd November.

House of Commons.

Aberdeen Harbour Order Confirmation Bill.
Read Third Time. [7th November.
Administration of Justice Bill.
Read First Time. [8th November.
Edinburgh Royal Maternity and Simpson Memorial Hospital Order Confirmation Bill.
Read Third Time. [7th November.
Macduff Harbour Order Confirmation Bill.
Read Third Time. [7th November.
Ottawa Agreements Bill.
Read Third Time. [3rd November.
Portsoy Harbour Order Confirmation Bill.
Read Second Time. [8th November.
Visiting Forces (British Commonwealth) Bill.
Read First Time. [4th November.

Questions to Ministers.

BANKS AND BUILDING SOCIETIES (LOAN INTEREST).

Captain STRICKLAND asked the Chancellor of the Exchequer whether he has considered the communication from the Town Council of Coventry and other municipalities petitioning the Government to use every endeavour to get the banks and building societies to reduce their rates of interest on borrowed money to a level commensurate with the recent fall in interest rates; and what reply he has returned?

Mr. CHAMBERLAIN: Yes, Sir; I have taken note of these communications, which were not worded in such a way as to call for any reply. [8th November.

Rules and Orders.

THE PATENTS APPEAL TRIBUNAL RULES, 1932, DATED OCTOBER 31, 1932.

I, the Honourable Arthur Fairfax Charles Coryndon Luxmoore, Knight, the Judge of the High Court nominated by the Lord Chancellor to be the Appeal Tribunal constituted under Section 92A of the Patents and Designs Act, 1907,* do, by virtue of Section 92A (3) (*b*) of the Act and all other powers enabling me in this behalf, hereby make the following Rules:—

1. When any person intends to appeal to the Appeal Tribunal from a decision of the Comptroller in any case in which such appeal is given by the Act, he shall within 14 days from the date of the decision appealed against file in the Registry, Patents Appeal Tribunal, Royal Courts of Justice, a notice in the appropriate form set out in the Schedule hereto.

2. The notice shall state the nature of the decision appealed against, and whether the appeal is from the whole, or part only, and if so, what part, of the decision.

3. A copy of the notice of appeal shall be sent by the appellant to the Comptroller; and, where there has been an opposition, or a dispute under Section 12 or an application under Section 49 or under Section 58 of the Act, to the opposite party or parties also.

4. Upon notice of appeal being filed, the Comptroller shall forthwith transmit to the Registry, Patents Appeal Tribunal, all the papers relating to the matter in respect of which the appeal is made.

5. No appeal shall be entertained of which notice is not given within 14 days from the date of the decision appealed against, or such further time as the Comptroller may allow (upon request received before the expiration of the said 14 days), except by special leave upon application to the Appeal Tribunal.

6. Seven days' notice, at least, of the time and place appointed for the hearing of any appeal shall be given by the Registrar, Patents Appeal Tribunal, unless special leave be given by the Appeal Tribunal that any shorter notice may be given.

7. Such notice shall in all cases be given to the Comptroller and the appellant and all other necessary parties.

8. The evidence used on appeal to the Appeal Tribunal shall be the same as that used before the Comptroller; and no further evidence shall be given, except with the leave of the Appeal Tribunal upon application for that purpose.

9. The Appeal Tribunal may, at the request of any party, order the attendance at the hearing on appeal, for the purpose of being cross-examined, of any person who has made a declaration in the matter to which the appeal relates.

10. Any person requiring the attendance of a witness for cross-examination shall tender to the witness whose attendance is required a reasonable sum for conduct money.

11. The Appeal Tribunal may, upon awarding costs, either fix the amount thereof or direct by whom and in what manner the amount of such costs shall be ascertained.

12. If any costs awarded be not paid within fourteen days after the amount thereof has been so fixed or ascertained, or such shorter period as shall be directed by the Appeal Tribunal, the party to whom such costs are to be paid may apply to the Appeal Tribunal for an order for payment under the provisions of Section 92A (3) (*c*) of the Act.

13. All documentary evidence required, or allowed by the Appeal Tribunal to be filed, shall be subject to the same regulations, in all respects, as apply to the procedure before the Comptroller, and shall be filed in the records of the Appeal Tribunal.

14. Any notice or other document required to be given to the Registrar, Patents Appeal Tribunal, under these Rules, may be sent by a prepaid letter through the post.

* 7 E. 7. c. 29.

15. Where, prior to the 1st day of November, 1932, either a notice of intention to appeal to the law officer has been filed and served in accordance with the law officer's Rules dated 11th December, 1907† or a petition has been presented and served in accordance with Order LIIIA Rule 5 (*a*) of the Rules of the Supreme Court‡ by way of appeal to the Court under Section 49 or 58 of the Act, the requirements of Rules 1, 2, 3 and 5 hereof shall be deemed to have been satisfied.

16. The Interpretation Act, 1889.§ shall apply for the purposes of these Rules as if they were an Act of Parliament.

17. These Rules shall come into force on the 1st day of November, 1932, and may be cited as the Patents Appeal Tribunal Rules, 1932.

Dated the 31st day of October, 1932.

Fairfax Luxmoore.

† *See* S.R. & O. 1919 (1920 No. 338) II, at p. 190.
‡ *See* S.R. & O. 1925 (No. 650) at p. 1473.
§ 52-3 V. c. 63.

Schedule.

PATENTS APPEAL TRIBUNAL FORM 1.
(Patents.)

PATENTS AND DESIGNS ACTS, 1907 TO 1932.
APPEAL TO APPEAL TRIBUNAL.

IN THE MATTER OF AN APPLICATION
(*a*).....
..... (Judicature Fee Stamp.)
LETTERS PATENT NO..... OF 19....
and
(*b*) IN THE MATTER OF AN OPPOSITION THERETO BY
.....
(*c*) I (or We).....
of .....
hereby give notice of appeal to the Appeal Tribunal from
(*d*).....
of the (*e*).....
dated the.....day of.....19.... whereby he
(*f*).....
.....
(*g*) Signature .....
Address .....
Date .....

NOTE.—This notice must be sent to the Registrar, Patents Appeal Tribunal, Room 174, Royal Court of Justice, London, W.C.2, and an unstamped copy of the same to the Comptroller-General at the Patent Office, 25, Southampton Buildings, London, W.C.2. (See also Rules 1, 2, 3 and 5 of the Patents Appeal Tribunal Rules, 1932.)

(*a*) Here insert statement of the nature of the application or proceedings and number of application for patent or Letters Patent in question.
(*b*) Here insert the name (or names) of the opponent (or opponents) when the application is opposed.
(*c*) Here insert name and full address of appellant or appellants.
(*d*) Here insert "the decision," or "that part of the decision," as the case may be.
(*e*) Here insert "Comptroller-General," or "Officer acting for Comptroller-General," as the case may be.
(*f*) Here insert "refused (or allowed) application for Patent," or "refused (or allowed) application for leave to amend specification," or otherwise as the case may be.
(*g*) To be signed by the appellant personally or by his duly authorised representative.

PATENTS APPEAL TRIBUNAL FORM NO. 2.
(Designs.)

PATENTS AND DESIGNS ACTS, 1907 TO 1932.
APPEAL TO APPEAL TRIBUNAL.

IN THE MATTER OF AN APPLICATION BY
..... (Judicature Fee Stamp.)
.....
FOR REGISTRATION (OR CANCELLATION OF REGISTRATION) OF A DESIGN IN CLASS.....NO.....
(*a*) I (or We).....
of .....
hereby give notice of appeal to the Appeal Tribunal from the decision of.. .....
dated the.....day of..... 19.....
Signature.....
Date .....

NOTE.—This notice must be sent to the Registrar, Patents Appeal Tribunal, Room 174, Royal Courts of Justice, London, W.C.2, and an unstamped copy of the same to the Comptroller-General at the Patent Office, 25, Southampton Buildings, London, W.C.2. (See also Rules 1, 2, 3 and 5 of the Patents Appeal Tribunal Rules, 1932.)

(*a*) Here insert name and full address of such appellant.

Mr. C. H. Lomas, chairman of East Suffolk Quarter Sessions for twenty years, is resigning for health reasons.

Societies.

University of London (University College).

THE LEGAL MIND.

Lord Macmillan took the chair at University College on 27th October, when Sir Maurice Amos, K.C., the new Quain Professor of Comparative and Historical Law, delivered his inaugural address under this title.

Sir Maurice Amos explained that it was generally possible to discern, at a certain point in the development of social institutions, the intrusion or the emergence of a certain psychological influence which might be recognised as due to the distinctive bias or turn of mind of the professional lawyer. He wished, he said, to analyse this turn of mind and its effect upon the customs and institutions upon which it was brought to bear. The "naturalistic jurists," although they preferred to think of law as something natural and evolutionary and not as something artificial and invented, had never been able to ignore the influence of the type of thought which was recognised as that of the professional jurist. In the world of to-day most civilised countries were governed not by home-grown law but by law received from abroad. Practically the whole of the world outside Russia and China was governed by systems elaborated in London, Paris or Berlin, and of these the greater part owned their origins to Rome. The phenomenon of reception was most strikingly exemplified in Egypt, which in less than sixty years had embraced French law and assimilated it.

In England the historians, thanks to the influence of Sir Henry Maine, Darwin, Herbert Spencer and the anthropologists, had enjoyed a complete ascendancy over the rationalists. They held that the law of normally-civilised countries consisted on its surface of a fleeting and trivial scum of positive enactment, representing the capricious imaginings of presumptuous individuals, while beneath flowed the mighty current of the national jurisprudence, the law which had been created by and which, in its turn, reflected the national character. This view, however, was beginning to lose some of its hold. It failed to take account of the extreme frequency of reception, and of the possibility that national character was formed by the national law and not the other way about. Very diverse legal institutions might be nurtured in similar cultural soil, and similar legal systems might be developed by peoples differing from each other as widely as the Assyrians of Babylon and the Salian Franks. Sir Maurice claimed that an important place among the universal and not specifically national forces in the building of law was held by "the legal mind," that particular bias or bent of the intellect which seemed to spring into action in very much the same way in very different countries and in ages far apart, whenever the systematic administration of the law became the business of professional men.

THE TRUE SOURCE OF LAW.

The Quain Professor then gave some interesting illustrations of the "notional calculus" which was, he said, the specific product of the legal habit of thought, drawing on the canon law of oaths and the English law of contract. He quoted Ihering's saying that "true lawyers of all countries and of all times speak the same language and understand each other better than the lawyer and the layman of the same race." This peculiar mentality, he said, did not consist in knowledge of the law or in a sense of justice. Again, quoting Ihering, he said that when the lawyer took over the management of a department of social life, such as the feudal system or the custom of merchants, he took the unanalysed medley presented to him by popular custom, the policy of rulers, and the current precepts of religion and morality, and read into it technical concepts such as things, rights, ownerships, contracts, and negligence. Borne along by the institutional sense, he invested these concepts with a species of independent life and, planting them in a soil rich in dialectic and logical consistency, fostered their growth like a gardener until from such simple seedlings as the notion of pledge or of seisin he produced such blooms as the floating charge or trustees to preserve contingent remainders. From time to time the legislator came trampling into the garden, cutting and slashing, planting strange weeds and grafting odd shoots, but the lawyer soon got to work again and restored the garden to some kind of order.

Ihering compared the art and science of the lawyer to a natural science, but Sir Maurice preferred to compare them to the processes of the more abstract sciences, such as mathematics. Both exhibited the primary process of selection and invention by which the *dramatis personæ* of the play were recruited, and also the secondary process, governed partly by necessity and partly by art and imagination, which carried the drama forward and developed the latent characters of the cast. The investigation of the implication of novation or

negotiability bore a distinct resemblance to research into the properties of logarithms or the circular functions.

If it were true that, according to Ihering, the appearance of the jurist marked an inevitable stage in the development of all law, every system of jurisprudence which had passed beyond the primitive stage should show the moulding and controlling influence of a very specific cast of mind. It would not be surprising if the group mind or professional psychology of the lawyers had obscured the less concentrated influence of the primitive national character. The lawyers through the legal system had moulded the national character. Although there were several examples in English law of the legal faculty in pathological exaggeration, it was necessary and universal. Lawyers were inevitable because institutions and policies were like traffic at a cross-road, which would jam without the direction of a policeman. The lawyer as such was not concerned with what traffic should be on the roads—what the rules of law ought to be—but as legislator he enjoyed another function, because his occupation gave him an exceptionally wide knowledge of the defects of the law. Lawyers were, in general, conservative in everything relating to their profession, but movements for the radical reform of abuses had usually been agitated and successfully carried through from within the profession.

Referees (Landlord and Tenant Act, 1927) Association.

FIFTH ANNUAL GENERAL MEETING.

At the fifth annual general meeting of the Referees (Landlord and Tenant Act, 1927) Association, held by the courtesy of The Law Society in the Council Chamber of The Law Society's Hall, on Wednesday, the 19th October, 1932, Mr. L. G. H. Horton-Smith, hon. secretary of the association, read his second report upon the working of the Landlord and Tenant Act, 1927. Mr. S. P. J. Merlin, chairman of the association, who presided, referred to the great and practical value derived alike by the referees and by others concerned in the administration of this very difficult Act, from Mr. Horton-Smith's earlier report upon the working of the Act down to March, 1931, published by the association in the following May. He quoted one of the leading legal organs which had stated in terms that "The Author, by his drafting of the Report, and the Referees Association, by unanimously adopting and issuing it, have performed a valuable public service." He thought that the present report would be held even to outstrip its predecessor, and said that the Act so bristled with difficulties that any thoughtful contribution towards their solution would be welcome not only to the referees but also to all into whose hands this new report might come.

Mr. L. G. H. Horton-Smith commenced his report with an introductory "Glance Around," which included the Irish Free State, the North of Ireland and Scotland. This he followed with a "Glance Near Home," covering the proposed extension of the Act to private leaseholders. Turning then to the Act itself, he made clear how great had been its value to tenants and that largely without the need of litigation. For landlords and tenants, as he pointed out, with the Act before them were settling their differences rather than fight each other. Never, he said, has a "litigious" Act been so unproductive of "litigation." The Act has proved a priceless boon to all tenants who have had their wits about them. "No one" he said "can legislate successfully for the witless."

During the period under review much had happened. Just as *Hudd's Case*, decided by the Divisional Court, had provided what the profession regarded as "The Shock of 1930," so had *Smith's Case* decided by the same court provided that of 1931. But, properly understood, those cases made the Act a very great deal clearer than, but for them, it would have been. *Smith's Case*—which decided that the actual "proceedings" for compensation could not be started until the close of the tenancy on the tenant's quitting the premises—had led him to reconsider the whole question of the date at which the tenant has to elect which of two remedies he will pursue: whether to seek a new lease or whether to confine himself to the lesser claim of compensation for goodwill. That reconsideration had led him to an entirely clear conclusion, and he stated a method whereby landlords could force the tenant to elect at the very outset.

So many misconceptions of the law—whether from the point of view of the landlord or from that of the tenant—had appeared to exist, that he had been at pains in one legal article after another to endeavour to put forward all the arguments *pro* and *con* upon the points in issue, and to show what must be the true interpretation of the statute.

One of those articles was entitled "A Réveillé to Tenants." The trouble was that tenants were still so ignorant of or so careless as to their rights. And he sounded, on many points, a réveillé to landlords too, who did not yet appreciate their powers of defence.

So far as 1932 was at present concerned, he thought *Simpson's Case* the most important case of the year. This was a case of full off-licensed premises, where no business other than that connected with the licence was carried on. The tenant failed before the county court judge, but the decision was under appeal to the Divisional Court, and he had reason to believe that the case would not come to ultimate decision short of the House of Lords.

He dealt—section by section—with difficulties which had arisen in practice; and, with reference to a question shortly to come before the High Court for decision, he said that in regard to this Act "we live ever in a state of expectancy" and that he could only conclude by saying "*Nous verrons ce que nous verrons.*"

On the motion of Mr. J. G. Head, F.S.I., seconded by Mr. S. Carlile Davis, of Plymouth, a vote of thanks to the hon. secretary was carried unanimously, and on the further motion of Mr. Head, seconded by Mr. J. A. K. Ferns, of Stockport, it was unanimously decided that the report be adopted and printed for general use.

The officers and other nine members of the Committee of Management for the coming year were then elected as follows—

The officers: Chairman, Mr. S. P. J. Merlin, Barrister; Hon. Secretary, Mr. L. G. H. Horton-Smith, Barrister; Hon. Treasurer, Mr. Dendy Watney, P.P.S.I., and the other nine members of the Committee:—Mr. S. Carlile Davis, Solicitor (Plymouth), Mr. J. A. K. Ferns, Solicitor (Stockport), Mr. Edgar Foa, Barrister, Mr. J. G. Head, F.S.I., Mr. L. S. Holmes, Solicitor (Liverpool), Mr. E. H. Leeder, F.S.I. (Swansea), Mr. G. C. R. Marshall, Solicitor, Mr. P. F. Tuckett, F.S.I., and Mr. J. A. Weir Johnston, Barrister.

A vote of thanks to the Council of The Law Society for the use of the Council-chamber, followed by a vote of thanks to the Chairman, concluded the proceedings.

Medico-Legal Society.

FRAUD IN MEDICO-LEGAL PRACTICE.

Lord Riddell took the chair at a meeting of this Society held on 27th October, and Sir John Collie read a paper on the above subject. He spoke chiefly from the point of view of a medical man examining persons who have claimed against an insurance company or an employer for compensation for injury or disease arising in the course of their employment. He advised such doctors to dispense with the bedside manner and remember that the examination was a business transaction. The consulting-room was the best place for it. The medico-legal practitioner should not trust to his intuitions, for only bare, stubborn facts passed muster in the law courts. He should give his report to the insurance company in plain and business-like English, without technical terms. He should take notes at the time of the examination and keep them, and, in difficult cases, postpone writing his report for a few hours in order to obtain a better perspective. He should never go into the witness-box without having had an X-ray examination performed in any case where it could be of the slightest help. Sir John said that he himself followed the film into the dark-room, discussed the condition with the radiographer, and initialled the radiograph so that he could identify it in court.

Traumatic neurasthenia, or nervous disability due to an accident, was one of the great problems of the medico-legal practitioner. Neurotic persons who had undergone accidents needed treatment more for their nervous condition than for their injury. Successful treatment consisted essentially in getting the patient to "make an optimistic inventory of his mentality." Mental and physical re-education was the be-all and end-all of cure. The loss of the work habit was an important factor in the duration of an illness, and a return to work should be recommended as early as possible. The doctor should throw all his energy into treatment by counter-suggestion, which, to be successful, must be immediate, forcible, continuous and applied at the critical moment. Some litigants were pseudo-neurasthenics, others were hysterics not without guile, and many were professional valetudinarians. How far they differed from real malingerers was a subtle ethical point. They were often curable by somewhat drastic and uncomfortable methods.

A PLEA FOR SYMPATHY.

Sir Bernard Spilsbury remarked, in discussion, that the post-mortem room was a great revealer of malingering, and often exploded a claim that death was due to an accident several years before. Dr. Morgan Finucane stoutly opposed Sir John Collie's advice to treat the case as a business proposition. It might be good business, he said, for the medical

officer representing a large corporation, but it was not a paying proposition either for the employee or his doctor. Medical men should deal with their cases from a human and sympathetic point of view. Functional nervous disease was itself a ground for compensation. Mr. Sydney Vernon, a solicitor in general practice, said, however, that one of the finest cures for neurasthenia was a lump sum in settlement.

Mr. W. M. Walker pointed out that the Bar had an invariable rule that consultations took place in counsel's chambers, and resented the suggestion that they should be shifted to the medical consulting room. The case was to be tried, not in a court of medicine, but in a court of law, and the atmosphere of a barrister's chambers was a more desirable approach towards that of the courts. He deprecated the mass of paper involved in National Health Insurance cases, and pleaded for a scheme which would decide whether a man was or was not a malingerer without the present multiplicity of consultations. Dr. R. A. Lyster, on the other hand, championed the present procedure, saying that the medical referee performed a most valuable service. The Chairman said that he had found that his injured workmen were only too anxious to get back to work and often caused trouble by hanging about their machines before they were recovered.

Law Association.

The usual monthly meeting of the Directors was held at The Law Society's Hall on Thursday, 3rd November. Mr. G. D. Hugh-Jones in the chair. The other Directors present were: Mr. Guy H. Cholmeley, Mr. Douglas T. Garrett, Mr. H. Ross Giles, Mr. Percy E. Marshall, Mr. C. F. Pridham, Mr. Frank S. Pritchard, Mr. J. E. W. Rider, Mr. William Winterbotham, and the Secretary, Mr. E. E. Barron. A sum of £112 was voted in relief, one new member was elected, and other general business transacted, including an alteration in the day for the holding of the monthly meeting of the Board of Directors, which it was arranged should be on the first Wednesday instead of the first Thursday, the latter day being an inconvenient one for The Law Society to provide the court room or other good room for the meeting.

The Hardwicke Society.

An ordinary meeting of the Society was held in the Middle Temple Common Room, on Friday, 4th November. The President, Mr. Vyvyan Adams, M.P., took the chair at 8.15 p.m. In public business, Mr. T. H. Mayers moved: "That Soviet goods should be excluded from Great Britain." Mr. J. Buchanan Ford opposed.

There spoke to the motion Her Grace the Duchess of Atholl, D.B.E., M.P., Mr. Ungoed-Thomas (Vice-President), Mr. Newman Hall (Hon. Treasurer), Mr. Stewart, Mr. Crawford (ex-President), Mr. Yahuda, Mr. Griffiths, Mr. Rave, Mr. Baden Fuller, Mr. Richardson, and the Duchess of Atholl as the guest of the evening, supporting, in reply.

On a division the motion was won by twelve votes.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Hall on Tuesday, 8th November (Chairman, Mr. A. L. Ungoed Thomas), the subject for debate was: "That the case of *Place* v. *Searle* [1932] 2 K.B. 497, was wrongly decided." Mr. J. H. G. Buller opened in the affirmative. Mr. M. C. Batten opened in the negative. Mr. G. E. Barren seconded in the affirmative. Mr. B. W. Main seconded in the negative. The following members also spoke: Messrs. J. F. Kidgett, H. J. Baxter, P. H. North Lewis, E. M. Woolf, H. S. Evans, R. D. C. Graham, R. Langley Mitchell, P. W. Iliff, J. T. Smith and L. J. Frost. The opener having replied, and the Chairman having summed up, the motion was lost by two votes. There were twenty-one members and two visitors present.

The Union Society of London.

A meeting of the Society was held at 8.15 p.m. in the Middle Temple Common Room on Wednesday, 2nd November. The President (Mr. Alexander Ross) was in the chair, and there were twenty-three members and visitors present. Mr. L. J. Solley proposed "That this House regrets the breaking off of official trade relations with Russia." Mr. R. M. Mainwaring opposed. There spoke in favour of the motion Mr. D. F. Brundrit, Mr. Walter Stewart, Mr. Glanville Brown, Mr. S. J. Thorne, Mr. J. H. Coram; and against, Mr. D. A. Lyttleton, Mr. Geoffrey Beaumont, Mr. M. N. Clarke, the Hon. Secretary (Mr. M. C. Hay), Mr. C. G. N. Morgan, Mr. F. W. Grain, and Mr. R. S. Thorne. On a division the motion was lost by ten votes to five.

A meeting of the Society was held at 8.15 p.m. in the Middle Temple Common Room on Wednesday, 9th November. The President (Mr. Alexander Ross) was in the chair, and there were twenty-one members and visitors present. Mr. I. L. Lewis proposed "That the Means Test should be abolished." Mr. J. Single opposed. There spoke in favour of the motion Mr. Geoffrey Beaumont, Mr. A. Sandilands and Mr. Kenneth Ingram, and against, Mr. P. Winckworth, Mr. Hurle Hobbs, Mr. H. Everett, Mr. S. J. Thorne, Mr. J. M. Symmons and Captain Ellershaw. The hon. proposer having exercised his right of reply, the House divided and the motion was lost by twelve votes to six.

The subject for debate on Wednesday, 16th November, will be "That all places of amusement should be permitted to be opened on Sundays." Ladies are invited to this debate.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to approve the appointment of Sir EDWARD WILLIAM HANSELL, K.C., to be a Commissioner of Assize, to go the North-Eastern Circuit. Sir Edward Hansell was called to the Bar by the Inner Temple in November, 1880, and took silk in 1927.

The King has been pleased to approve a recommendation of the Home Secretary that Mr. NICHOLAS LECHMERE CUNNINGHAM MACASKIE, K.C., be appointed Recorder of York in the place of the late Sir Herbert Nield, K.C. Mr. Macaskie was called to the Bar by Gray's Inn in 1905. He was a revising barrister on the North-Eastern Circuit from 1912 to 1914, and took silk in 1930.

Mr. ARTHUR EUSTACE RUSSELL has been elected a Bencher of the Honourable Society of Lincoln's Inn in the place of the late Sir Benjamin Lennard Cherry. Mr. Russell was called to the Bar in 1894.

Mr. HARRY BOLTON, Clerk and Solicitor to the Sutton and Cheam U.D.C., has been re-elected Chairman of the Executive Council of the Association of Urban District Councils of England and Wales.

Professional Announcement.

(2s. per line.)

THE SOLICITORS' MORTGAGE SOCIETY, LTD. (formed by Solicitors for Solicitors), invites particulars of FUNDS or SECURITIES. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

Wills and Bequests.

Mr. William Alexander Kimber, solicitor, of Wareham, left £5,022 with net personalty £4,956.

Mr. John Charles King, solicitor, of Ranelagh-avenue, S.W. left £17,463 with net personalty £11,972.

REGULATIONS FOR PREVENTING COLLISIONS AT SEA.

The Board of Trade points out that as some misunderstanding appears to exist, the coming into operation of the International Safety Convention on 1st January, 1933, will not bring into force the revised Regulations for Preventing Collisions at Sea. A revised text, including the amendments proposed by the Safety Conference, together with certain additional small amendments, has been accepted by nearly all the maritime countries, but the date on which the revised regulations should come into operation has not yet been fixed.

PUBLIC TRUSTEE'S WORK IN MALAYA.

The total number of trusts accepted by the Public Trustee Federated Malay States, up to the end of 1931, states the annual report on that official's department, was 211, while the number of trusts administered by him at the end of the year was ninety-three, with a total gross value of more than $4,000,000. The Public Trustee is also the Official Administrator, and, as was to be anticipated, his work in that capacity increased appreciably during 1931; twenty-three estates were taken over, valued at more than $464,000, and sixteen were wound up.

THE TOWN AND COUNTRY PLANNING ACT, 1932.

The provisions of this Act were discussed, on Saturday last, at a meeting of the B.Sc. (Estate Management) Club, which includes experts in all branches of property management, both urban and rural.

It seemed to be generally agreed that, since town planning has come to stay, it is of the utmost importance that property owners and the public should be educated as to the very real benefits to be derived from it. Good town planning, it was insisted, should never involve a loss of land value, but merely its transfer from one area to another.

At the same time, the questions of compensation to individual owners injuriously affected and the recovery of "betterment" from those whose property was increased in value by a town planning scheme would always present grave difficulties. Several speakers expressed some doubt as to whether the provisions of the Act on these points would prove altogether adequate in practice.

WOOLWICH EQUITABLE BUILDING SOCIETY.

Mr. Herbert J. Furlong has been appointed a Director of the Woolwich Equitable Building Society. Mr. Furlong, who is the Managing Director of Furlongs, Limited, Woolwich, is past President of the Woolwich Chamber of Commerce and past President of the Incorporated Society of Auctioneers. He has also served on the Council for the Preservation of Rural England and the Garden Cities Town Planning Association, as well as on many committees in connection with Woolwich social and charitable affairs.

NEW PROCEDURE LIST.

When an application was made to Mr. Justice Macnaghten last Monday, that an action in this list ought to be tried by jury, his lordship said that in cases where the issue depended solely on which of the parties was to be believed, and it was therefore a question of "oath against oath," trial by jury would be ordered if either party asked for it.

ALLIANCE ASSURANCE COMPANY, LIMITED.

The Directors of the Alliance Assurance Company, Limited, at their meeting on the 9th November, declared an interim dividend, payable on the 5th January, 1933, of 8s. per share, less income tax.

MANSLAUGHTER CHARGES AGAINST MOTORISTS.

Mr. Justice MacKinnon, charging the Grand Jury at Gloucester Assizes, referred to the reluctance of juries at assizes to convict motorists of manslaughter, while, on the other hand, he said, coroners' juries seemed to be only too eager and ready to find verdicts of manslaughter in such cases. He suspected that the added responsibility of knowing that punishment would definitely follow a verdict of guilty at assizes, whereas coroners had no power to order punishment without further trial, influenced the respective juries.

Mr. Herbert Mainwaring Baily, Barrister-at-Law, of Compton, near Winchester, left £26,400, with net personalty £26,106.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I Mr. JUSTICE EVE. Non-Witness	Mr. JUSTICE MAUGHAM. Witness, Part II
M'nd'y Nov. 14	Mr. Ritchie //	Mr. Hicks Beach	Mr. Jones	Mr. Hicks Beach
Tuesday .. 15	Blaker	Andrews	Hicks Beach	*Blaker
Wednesday 16	More	Jones	Blaker	Jones
Thursday . 17	Hicks Beach	Ritchie	Jones	*Hicks Beach
Friday 18	Andrews	Blaker	Hicks Beach	Blaker
Saturday .. 19	Jones	More	Blaker	Jones

DATE.	GROUP I. Mr. JUSTICE BENNETT. Witness Part I.	Mr. JUSTICE CLAUSON. Witness Part II.	GROUP II. Mr. JUSTICE LUXMOORE. Witness Part I.	Mr. JUSTICE FARWELL. Non-Witness.
M'nd'y Nov. 14	Mr.*Blaker	Mr.*Ritchie	Mr.*Andrews	Mr. More
Tuesday .. 15	*Jones	Andrews	*More	Ritchie
Wednesday 16	*Hicks Beach	*More	*Ritchie	Andrews
Thursday . 17	Blaker	Ritchie	*Andrews	More
Friday 18	*Jones	*Andrews	More	Ritchie
Saturday .. 19	Hicks Beach	More	Ritchie	Andrews

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement Thursday, 24th November, 1932.

	Middle Price 9 Nov. 1932.	Flat Interest Yield. £ s. d.	†Approximate Yield with redemption £ s. d.
English Government Securities.			
Consols 4% 1957 or after	107½	3 14 5	3 10 7
Consols 2½%	75¾	3 6 0	—
War Loan 5% Assented 1952 or after	98¾	3 10 10	—
**War Loan 4½% 1925-45	99⅞	—	—
Funding 4% Loan 1960-90	108½	3 13 9	3 10 2
Victory 4% Loan (Available for Estate Duty at par) Average life 31 years	108	3 14 1	3 11 4
Conversion 5% Loan 1944-64	116½	4 5 10	3 4 0
Conversion 4½% Loan 1940-44	111½	4 0 9	2 15 7
Conversion 3½% Loan 1961 or after	99¼	3 10 6	—
Local Loans 3% Stock 1912 or after	87¾	3 8 4	—
Bank Stock	325	3 13 10	—
India 4½% 1950-55	106	4 4 11	4 0 7
India 3½% 1931 or after	87	4 0 6	—
India 3% 1948 or after	75	4 0 0	—
Sudan 4½% 1939-73	107	4 4 1	3 3 10
Sudan 4% 1974 Redeemable in part after 1950	108	3 14 1	3 8 0
Transvaal Government 3% Guaranteed 1923-53 Average life 13 years	100	3 0 0	3 0 0
Colonial Securities.			
*Canada 3% 1938	101	2 19 5	—
*Cape of Good Hope 4% 1916-36	102	3 18 5	—
*Cape of Good Hope 3½% 1929-49	100	3 10 0	3 10 0
Ceylon 5% 1960-70	117	4 5 6	3 19 4
*Commonwealth of Australia 5% 1945-75	106	4 14 4	4 7 9
Gold Coast 4½% 1956	107	4 4 1	4 0 6
*Jamaica 4½% 1941-71	104	4 6 6	3 18 10
*Natal 4% 1937	102	3 18 5	3 10 2
*New South Wales 4½% 1935-45	101	4 9 1	4 1 6
*New South Wales 5% 1945-65	103xd	4 17 1	4 13 9
*New Zealand 4½% 1945	105	4 5 9	3 19 5
*New Zealand 5% 1946	109	4 11 9	4 1 10
Nigeria 5% 1950-60	112	4 9 3	4 0 2
*Queensland 5% 1940-60	103	4 17 1	4 10 10
*South Africa 5% 1945-75	112	4 9 3	3 16 3
*South Australia 5% 1945-75	106	4 14 4	4 7 9
*Tasmania 5% 1945-75	106	4 14 4	4 7 9
*Victoria 5% 1945-75	105	4 15 3	4 9 9
*West Australia 5% 1945-75	106	4 14 4	4 7 9
Corporation Stocks.			
Birmingham 3% 1947 or after	90	3 6 8	—
*Birmingham 5% 1946-56	114	4 7 9	3 14 0
*Cardiff 5% 1945-65	110	4 10 11	4 0 0
Croydon 3% 1940-60	94	3 3 10	3 17 8
*Hastings 5% 1947-67	114	4 7 9	3 14 0
Hull 3½% 1925-55	98	3 11 5	3 12 8
Liverpool 3½% Redeemable by agreement with holders or by purchase	100	3 10 0	3 10 0
London County 2½% Consolidated Stock after 1920 at option of Corporation	74xd	3 7 7	—
London County 3% Consolidated Stock after 1920 at option of Corporation	88xd	3 8 2	—
Manchester 3% 1941 or after	89	3 7 5	—
Metropolitan Water Board 3% "A" 1963-2003	90	3 6 8	3 7 5
Do. do. 3% "B" 1934-2003	90	3 6 8	3 7 5
*Middlesex C.C. 3½% 1927-47	100	3 10 0	3 10 0
Do. do. 4½% 1950-70	112	4 0 4	3 11 7
Nottingham 3% Irredeemable	86	3 9 9	—
*Stockton 5% 1946-66	113	4 8 6	3 15 8
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	101½	3 18 10	—
Gt. Western Rly. 5% Rent Charge	114	4 7 9	—
Gt. Western Rly. 5% Preference	75½	6 12 6	—
L. Mid. & Scot. Rly. 4% Debenture	94½	4 4 8	—
L. Mid. & Scot. Rly. 4% Guaranteed	78½	5 1 11	—
Southern Rly. 4% Debenture	98½	4 1 3	—
Southern Rly. 5% Guaranteed	103½	4 16 7	—
Southern Rly. 5% Preference	65½	7 12 8	—
‡L. & N.E. Rly. 4% Debenture	85½	4 13 7	—
‡L. & N.E. Rly. 4% 1st Guaranteed	63½	6 6 0	—

*Not available to Trustees over par.

†In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other stocks, as at the latest date.

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